



*Agri-Center of the World*

# City of Tulare

## City Council

### Agenda

#### Mayor

Terry A. Sayre, District 2

#### Vice Mayor

Patrick Isherwood, District 5

#### Councilmembers

Jose Sigala, District 1

Stephen C. Harrell, District 3

Dennis A. Mederos, District 4

**Tulare Public Library & Council Chamber**  
**491 North M Street, Tulare**  
[www.tulare.ca.gov](http://www.tulare.ca.gov)

**Tuesday, February 6, 2024**  
**7:00 p.m. – Regular Meeting**

#### Mission Statement

To promote a quality of life making Tulare the most desirable community in which to live, learn, play, work, worship and prosper.

#### Attending and Participating in Meetings

Regular Council meetings are held on the first and third Tuesdays of the month in the Council Chamber located in the Tulare Public Library at 491 North M Street, Tulare, subject to cancellation. Additional meetings of the City Council may be called as needed.

Attend meetings in person or access the meeting live via YouTube. For those that wish to provide public comment while not physically in attendance, call **(559) 366-1849** during Public Comments and/or Public Hearing and General Business items. Please note that there will be approximately a 20-second delay in broadcast for viewers. When calling in, mute device used for viewing the meeting.

City of Tulare YouTube Channel:

[https://www.youtube.com/channel/UCdWZiv2o7do1JY0OvGe1\\_aw/videos](https://www.youtube.com/channel/UCdWZiv2o7do1JY0OvGe1_aw/videos)

Documents related to items on the agenda are accessible on the City's website at [www.tulare.ca.gov](http://www.tulare.ca.gov) and available for viewing at the entrance of the Council Chamber.



#### Rules for Addressing Council

- Members of the public may address the City Council on matters within the jurisdiction of the City of Tulare.
- If you wish to address Council, please complete one of the yellow speaker cards located at the entrance to the Council Chamber and provide to the Clerk.
- Persons wishing to address Council concerning an **agendized** item will be invited to address the Council during the time that Council is considering that agenda item. Persons wishing to address Council concerning a **non-agendized** issue will be invited to address Council during the Public Comments portion of the meeting.
- When invited by the mayor to speak, please step up to the podium, state your name and city of residence, and make your comments. Comments are limited to three minutes per speaker.

#### Americans with Disabilities Act

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification from the City Clerk's Office at (559) 684-4200. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting.

**1. CALL TO ORDER****2. PLEDGE OF ALLEGIANCE AND INVOCATION** - Steve Duyst, Pastor of Tulare Community Church, to deliver invocation.**3. PROCLAMATIONS & RECOGNITIONS****3.1 Proclamation for Black History Month, February 2024.****4. PUBLIC COMMENTS** - This is the time for the public to comment on matters within the jurisdiction of the Tulare City Council that are not on the agenda. The Council asks that comments are kept brief and positive. The Council cannot legally discuss or take official action on request items that are introduced tonight. This is also the time for the public to comment on items listed under the Consent Calendar or to request an item from the Consent Calendar be pulled for discussion purposes. Comments related to Public Hearing or General Business items will be heard at the time those items are discussed. In fairness to all who wish to speak, each speaker will be allowed three minutes with a maximum time of fifteen minutes per item unless otherwise extended by Council. Please begin your comments by stating your name and providing your city of residence.**5. COMMUNICATIONS** - Communications are to be submitted to the City Manager's Office ten days prior to a Council meeting to be considered for this section of the agenda. No action will be taken on matters listed under Communications; however, the Council may direct staff to schedule issues raised during Communications for a future meeting.**6. COUNCIL REPORTS AND ITEMS OF INTEREST****7. CONSENT CALENDAR** - All Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.**7.1 Waive the reading of ordinances and approve reading by title only.**

**Recommended Action:** Approve the reading by title only of all ordinances and that further reading of such ordinances be waived.

**7.2 Minutes of the Regular and/or Special Meeting on January 16, 2024.**

**Recommended Action:** Approve as submitted. [M. Hermann]

**7.3 Minutes of the Special Meeting on January 26, 2024.**

**Recommended Action:** Approve as submitted. [M. Hermann]

**7.4 Handbook for Council-Appointed Bodies Update.**

**Recommended Action:** Adopt a resolution revising the Handbook for Council-Appointed Bodies (Boards, Commissions, and Committees) to update the regular meeting dates for the Aviation Committee from recurring quarterly to monthly on the fourth Monday of each month at 6 p.m. [M. Hermann]

**7.5 Amendment to the City's Non-Utility Position Control Budget.**

**Recommended Action:** Adopt a resolution amending the City's Non-Utility Position Control Budget (PCB) to revise the salary range for the position of Chief Financial Officer. [S. Oneal]

- 7.6 Contract Approval for Project EN0102 – South K Street Improvements.**  
**Recommended Action:** Authorize the City Manager to sign a contract with Peters Engineering Group of Clovis, CA in an amount not to exceed \$440,555 for topographic surveying, geotechnical analysis, design, bidding and construction support services for Project EN0102 (formerly EN2016-12), a pavement management system project on South K Street between the Olson Avenue alignment and Paige Avenue; authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% (\$44,056) of the contract award amount; and approve the project scope and budget. [M. Miller]
- 7.7 Renewal of Fresno City College Instructional Service Agreement.**  
**Recommended Action:** Authorize the City Manager or designee to renew the Fresno City College Instructional Service Agreement with the City of Tulare Fire Department effective May 1, 2024 through April 30, 2029. [M. Ott]
- 7.8 Cycle Park Lease Extension.**  
**Recommended Action:** Approve a five-year lease agreement extension with the Temmerman Corp Inc. for the operation of the Tulare Cycle Park; and authorize the City Manager to execute all necessary documents on behalf of the City. [M. Correa]
- 7.9 Conditional Acceptance of Revised Tentative Parcel Map No. 2022-06 for the Fulton Estates Development.**  
**Recommended Action:** Subject to receipt of the signed parcel map, all fees, and other required items prior to April 6, 2024, conditionally approve revised tentative parcel map No. 2022-06 for the Fulton Estates development project, accept all easements offered thereon to the City, and conditionally reject, until later accepted by a separate resolution of the City Council, irrevocable offers of dedication to the City for Oakmore Street (Road 124) and Tulare Avenue (S.R. 137). [M. Miller]
- 7.10 Corvina Avenue and Retherford Street Improvements Preliminary Oversize Agreement.**  
**Recommended Action:** Authorize the City Manager to execute a preliminary oversize construction reimbursement agreement with Summit Homebuilders, Inc., a California Corporation, for construction costs associated with The Villas at Sierra Ranch residential development that are eligible for reimbursement in accordance with Chapter 8.64 of the Municipal Code, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager. [M. Miller]
- 7.11 Final Map Acceptance for KCOK 5 & 9.**  
**Recommended Action:** Approve the final map and subdivision improvement agreement for Phase 5 and Phase 9 of the KCOK subdivision for recordation, and accept all easements and dedications offered to the City. [M. Miller]
- 8. PUBLIC HEARINGS** - Comments related to Public Hearing items are limited to three minutes per speaker, for a maximum of thirty minutes per item, unless otherwise extended by the Council.
- 8.1 Substantial Amendment to Fiscal Year 2023 Action Plan.**  
**Recommended Action:** Adopt resolution as presented to reallocate \$100,000 of Community Development Block Grant funds from Public Infrastructure activity to

Affordable Housing activity, reprogram unutilized funds to activities under the Fiscal Year 2024 Action Plan, and modify the scope of work of a public service activity. [G. Avitia]

**8.2 Economic Development Subsidy Term Sheet with Cartmill Commons, LLC.**

**Recommended Action:** Approve an Economic Development Subsidy Term Sheet setting forth the terms and conditions of the City's rebate of Local Sales Tax to Cartmill Commons, LLC for installation of required infrastructure to serve development on 22 acres of vacant property located at the southeast corner of Highway 99 and Cartmill Avenue; authorize the City Manager to execute an agreement upon City Attorney approval, incorporating the terms and conditions set forth in the Economic Development Subsidy Term Sheet presented for Council's approval; and authorize the City Manager, or designee, to take such other actions and execution of other documents as may be necessary to implement the agreement. [T. Myers]

**8.3 Economic Development Subsidy Term Sheet with UG2 Tulare CA, LP.**

**Recommended Action:** Approve an Economic Development Subsidy Term Sheet setting forth the terms and conditions of the City's rebate of Local Sales Tax to UG2 Tulare CA, LP for installation of required infrastructure to serve development on 22 acres of vacant property located at the southeast corner of Highway 99 and Cartmill Avenue; authorize the City Manager to execute an agreement upon City Attorney approval, incorporating the terms and conditions set forth in the Economic Development Subsidy Term Sheet presented for Council's approval; and authorize the City Manager, or designee, to take such other actions and execution of other documents as may be necessary to implement the agreement. [T. Myers]

**9. FUTURE AGENDA ITEMS - NONE SUBMITTED**

**10. STAFF UPDATES**

**11. ADJOURNMENT**

The next regularly scheduled meeting of the Tulare City Council is Tuesday, February 20, 2024, at 7:00 p.m. in the Council Chamber, 491 North M Street, Tulare.

**AFFIDAVIT OF POSTING AGENDA**

I hereby certify, in conformance with Government Code Sections 54954.2 and 54956, this agenda was posted in the kiosk at the front of City Hall, 411 E. Kern Avenue, as well as on the City of Tulare's website ([www.tulare.ca.gov](http://www.tulare.ca.gov)).

POSTED: Wednesday, January 31, 2024



Melissa Hermann, Chief Deputy City Clerk





**To: Mayor and City Council Members**  
**From: Marc Mondell, City Manager**  
**Subject: February 6, 2024 Agenda Memo**  
**Date: January 31, 2024**

**Time Estimates** - Time estimates are provided as part of the Council's effort to manage its time at Council meetings. Listed times are estimates only and are subject to change at any time, including while the meeting is in progress. The Council, by consensus, reserves the right to use more or less time on any item, to change the order of items and/or to continue items to another meeting. Items may be heard before or after the time estimated on the agenda. This may occur to best manage the time at a meeting or to adapt to the participation of the public.

**7:00 p.m. - REGULAR MEETING**

- 1. CALL TO ORDER REGULAR MEETING**
- 2. PLEDGE OF ALLEGIANCE AND INVOCATION** - Steve Duyst, Pastor of Tulare Community Church, to deliver invocation.
- 3. PROCLAMATIONS & RECOGNITIONS** [Time Estimate: 7:05-7:10 p.m.]
  - 3.1 Proclamation for Black History Month, February 2024.**
- 4. PUBLIC COMMENTS** - This is the time for the public to comment on matters within the jurisdiction of the Tulare City Council that are not on the agenda. The Council asks that comments are kept brief and positive. The Council cannot legally discuss or take official action on request items that are introduced tonight. This is also the time for the public to comment on items listed under the Consent Calendar or to request an item from the Consent Calendar be pulled for discussion purposes. Comments related to Public Hearing or General Business items will be heard at the time those items are discussed. In fairness to all who wish to speak, each speaker will be allowed three minutes with a maximum time of fifteen minutes per item unless otherwise extended by Council. Please begin your comments by stating your name and providing your city of residence. [Time Estimate: 7:10-7:25 p.m.]
- 5. COMMUNICATIONS** - Communications are to be submitted to the City Manager's Office 10 days prior to a Council Meeting to be considered for this section of the agenda. No action will be taken on matters listed under communications; however, the Council may direct staff to schedule issues raised during communications for a future agenda. Public comments will be limited to three minutes per topic unless otherwise extended by Council. [Time Estimate: 7:25-7:25 p.m.]
- 6. COUNCIL REPORTS AND ITEMS OF INTEREST** [Time Estimate: 7:25-7:30 p.m.]

7. **CONSENT CALENDAR** - All Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion. [Time Estimate: 7:30-7:40 p.m.]

- 7.1 **Waive the reading of ordinances and approve reading by title only.**  
**Recommended Action:** Approve the reading by title only of all ordinances and that further reading of such ordinances be waived.
- 7.2 **Minutes of the Regular and/or Special Meeting on January 16, 2024.**  
**Recommended Action:** Approve as submitted. [M. Hermann]
- 7.3 **Minutes of the Special Meeting on January 26, 2024.**  
**Recommended Action:** Approve as submitted. [M. Hermann]
- 7.4 **Handbook for Council-Appointed Bodies Update.**  
**Recommended Action:** Adopt a resolution revising the Handbook for Council-Appointed Bodies (Boards, Commissions, and Committees) to update the regular meeting dates for the Aviation Committee from recurring quarterly to monthly on the fourth Monday of each month at 6 p.m. [M. Hermann]

**Summary:** Council adopted a handbook to serve as a reference for the basic protocols that apply to all Council-Appointed Bodies. From time to time, this handbook requires revisions due to updates as directed by Council or recommended by staff as well as changes in legislation.

Currently, the Aviation Committee meets quarterly beginning in January on the fourth Monday of the month at 6 p.m. Due to the increase in activity at the airport, staff is recommending the Committee meet monthly. Meetings will continue to occur on the fourth Monday at 6 p.m.

**Fiscal Impact & Funding Source(s):** There is no fiscal impact associated with this action.

**Legal Review:** This item does not require legal review.

**Alternative Action:** 1) Approve with changes; 2) Deny; or 3) Table.

- 7.5 **Amendment to the City's Non-Utility Position Control Budget.**  
**Recommended Action:** Adopt a resolution amending the City's Non-Utility Position Control Budget (PCB) to revise the salary range for the position of Chief Financial Officer. [S. Oneal]

**Summary:** The City Manager is required to bring all proposed changes to the PCB related to the number of positions or salary ranges to the Council for review and consideration. The City Manager is authorized to make changes to job descriptions, including without limitation title changes that do not affect the positional role in the PCB or the positional salary range, to make changes to job responsibilities that do not affect the PCB or require approval as part of the collective bargaining process, and to re-allocate funding sources.

A need has been identified that requires an update to the City's Non-Utility Position Control Budget, approved by Council on June 20, 2023. During the recent Chief Financial Officer recruitment, a salary only analysis was conducted for this Department Head classification utilizing the City's eight comparable cities (Bakersfield, Clovis, Delano, Dinuba, Fresno, Hanford, Porterville, and Visalia). After evaluating the data collected, it was determined that a salary change is necessary for the Chief Financial Officer classification as follows:

<b>Current</b>	<b>Recommended</b>	<b>Annual Increase</b>
<b><u>Monthly Salary, Step E</u></b>	<b><u>Monthly Salary, Step E</u></b>	<b><u>to General Fund</u></b>
\$13,885.67	\$14,583.33	\$8,371.92

**Fiscal Impact & Funding Source(s):** The above recommendation has an increased annual impact on the General Fund of \$8,371.92.

**Legal Review:** This item does not require legal review.

**Alternative Action:** 1) Approve with changes; 2) Deny; or 3) Table.

**7.6 Contract Approval for Project EN0102 – South K Street Improvements.**

**Recommended Action:** Authorize the City Manager to sign a contract with Peters Engineering Group of Clovis, CA in an amount not to exceed \$440,555 for topographic surveying, geotechnical analysis, design, bidding and construction support services for Project EN0102 (formerly EN2016-12), a pavement management system project on South K Street between the Olson Avenue alignment and Paige Avenue; authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% (\$44,056) of the contract award amount; and approve the project scope and budget. [M. Miller]

**Summary:** This project is a pavement management system project on South K Street between the former Olson Avenue alignment and Paige Avenue. The project will reconstruct the street section and will include ADA compliance improvements to intersection curb returns and alley/sidewalk intersections that fall within the project limits. This segment of South K Street was the former Highway 99 alignment and still has substantial sections of the old concrete highway structural section buried under the existing asphalt concrete surface. Removal of the old concrete will likely be required to properly reconstruct the roadway. The need for the project was identified through the City's Pavement Management System and the review of the condition of the City's utility infrastructure. This project is included as a part of the City's 2023/2024 – 2027/2028 transportation and utility CIP program.

A Request for Qualifications (RFQ) for On-Call Engineering and Land Surveying Consultants was issued on October 20, 2020. Ten firms submitted all the necessary information to be considered for inclusion in a list of pre-approved consultants to provide these services. The proposals were reviewed and rated in accordance with the consultant selection procedures identified in the RFQ, and the top six firms were recommended for inclusion on the list of prequalified general engineering and land surveying consultants. On December 15, 2020, the City Council approved this list of six consultants.

Peters Engineering Group of Clovis, CA is included on the list of pre-qualified on-call Engineering consultants and demonstrated in their proposal that they have the skills, expertise, and resources available to meet the City's needs and timeframe to complete the design of this project. Peters Engineering Group has proposed to perform the necessary work for \$440,555. The proposed cost is in line with industry standards and falls within the amount budgeted for this work on this project.

In 2022, the City applied for and received \$2,800,000 of funding for the project through a federal Surface Transportation Block Grant Program application. The timeline for the grant specifies that project design occur during fiscal year 2023/2024, with construction to follow in fiscal year 2024/2025. The City has requested that all STBGP funding be applied to the construction phase of the project, with design being funded entirely using gas tax revenues.

**Fiscal Impact & Funding Source(s):** EN0102-040-0202 Professional Services/Consultant; Fund 022 – Gas Tax (HUTA) \$440,555

**Legal Review:** None required at this time.

**Alternative Action:** 1) Approve with changes - Staff would incorporate any requested changes into the final letters of support.; 2) Deny - Failure to award a design contract and complete the design of the project would result in the City being unable to meet funding deadlines associated with the STBGP Program, and subsequent loss of those funds; or 3) Table - Delay in the award of a design contract for the project could result in the City being unable to meet funding deadlines associated with the STBGP Program, jeopardizing the City's funding allocation.

#### **7.7 Renewal of Fresno City College Instructional Service Agreement.**

**Recommended Action:** Authorize the City Manager or designee to renew the Fresno City College Instructional Service Agreement with the City of Tulare Fire Department effective May 1, 2024 through April 30, 2029. [M. Ott]

**Summary:** The City of Tulare Fire Department (TFD) entered into an agreement with Fresno City College (FCC) in March of 2021. This agreement provides courses, instructors, facilities, and support services for approved courses from FCC. TFD provides classroom space for students, and instructors, equipment, and training grounds if classes are onsite at TFD to support learning objectives. The agreement outlines that FCC shall pay TFD 60% each academic year of the state apportionment earned to eligible instructional Full-Time Equivalent Student hours. TFD is bound by this agreement to use funds received for educational and training related purposes only.

Since the inception of this agreement, TFD has been able to upgrade and repair both training facilities located at Fire Station 61 & 63 utilizing the funds received from FCC. To date, TFD has earned approximately \$100,000 over the last three years and has spent 90% thus far on training facility enhancements, new training equipment, courses, and future improvements in training. There are several fire departments in the area who partner with FCC for this same purpose.

The new agreement will start on May 1, 2024, and be effective until April 30, 2029. This is a great partnership between TFD and FCC as it reduces City taxpayer burden by allowing TFD to expend these funds to repair, upgrade, and build new training facilities and props which is critical to TFD operational readiness at no cost to the City.

**Fiscal Impact & Funding Source(s):** There is no fiscal impact associated with this action.

**Legal Review:** Legal review has been completed.

**Alternative Action:** 1) Approve with changes; 2) Deny; or 3) Table.

## 7.8 Cycle Park Lease Extension.

**Recommended Action:** Approve a five-year lease agreement extension with the Temmerman Corp Inc. for the operation of the Tulare Cycle Park; and authorize the City Manager to execute all necessary documents on behalf of the City. [M. Correa]

**Summary:** On December 31, 2023, the lease contract between the City of Tulare and the Tulare Cycle Park located on Paige Ave expired. Temmerman Corp Inc. was awarded the bid to operate the Park on:

1<sup>st</sup> term: January 1, 2014, on a five-year lease that expired on December 31, 2018 (with an option to extend the lease with mutual agreement).

2<sup>nd</sup> term: January 1, 2019, on a five-year lease that expired on December 31, 2023 (with an option to extend the lease with mutual agreement).

3<sup>rd</sup> term: February 6, 2024, on a five-year lease that will expire on February 5, 2029 (with an option to extend the lease with mutual agreement).

The Operator has satisfactorily operated under the terms of the agreement and seeks a five-year extension agreement to continue the Park operations.

The Operator has also participated with the City in applying for and receiving State Off Road Motor Vehicle (OHMVR) grants that are administered by the City. The Park and Grant administration provides positive cash flow to the City for its operations and has self-funded capital improvements such as lighting, additional tracks, and buildings for the Park.

The new lease rate will start at \$1,995.14 per month subject to an annual increase of 3%.

**Fiscal Impact & Funding Source(s):** None

**Legal Review:** Lease agreement will be reviewed by the City Attorney's Office prior to execution.

**Alternative Action:** 1) Approve with changes; 2) Deny; or 3) Table.

**7.9 Conditional Acceptance of Revised Tentative Parcel Map No. 2022-06 for the Fulton Estates Development.**

**Recommended Action:** Subject to receipt of the signed parcel map, all fees, and other required items prior to April 6, 2024, conditionally approve revised tentative parcel map No. 2022-06 for the Fulton Estates development project, accept all easements offered thereon to the City, and conditionally reject, until later accepted by a separate resolution of the City Council, irrevocable offers of dedication to the City for Oakmore Street (Road 124) and Tulare Avenue (S.R. 137). [M. Miller]

**Summary:** The Tulare Parcel Map Committee adopted Resolution No. 848 on January 30, 2023, approving Tentative Parcel Map No. 2022-06 for the Fulton Estate development located on the southwest corner of Hwy 137 (Tulare Avenue) and Oakmore Street (Road 124). The overall project comprises approximately 37 acres. The proposed parcel map will create four parcels for residential use to be further subdivided at a later date as phases of the Fulton Estates subdivision, and one remainder lot that is zoned for commercial development.

To expedite the parcel map approval process, Council first conditionally approved Tentative Parcel Map No. 2022-06 on November 21, 2023, subject to receipt of the signed map, all fees, and other required items within 60 days. That approval action also included acceptance of all easements and dedications offered to the City in accordance with the conditions of Tulare Parcel Map Committee Resolution No. 848. The conditions of approval of the parcel map required the Subdivider to dedicate additional right-of-way for Oakmore Street to the City, and for Tulare Avenue (State Route 137) to the State of California. While dedications to the City are typically accomplished by calling out the dedication on the recorded parcel map, dedications to the State of California have previously been done by a separate instrument between the Subdivider and State of California with the resulting recorded document referenced on the parcel map. Such was the case for the Tulare Avenue dedication on Tentative Parcel Map No. 2022-06 when it was conditionally approved by Council on November 21, 2023.

Since Council's conditional approval on November 21, 2023, the Subdivider determined that the amount of time required to complete the right-of-way dedication process to the State of California for Tulare Avenue exceeds the timeline they have agreed to for close of sale of one of the newly created parcels to a Developer for Phase 1 of the Fulton Estates subdivision. To be able to meet their deadline, the Subdivider requested that they be allowed to provide the City of Tulare with an irrevocable offer of dedication for the right-of-way for Tulare Avenue rather than the State of California. It would then be necessary at some future date for the City to accept said irrevocable offer of dedication and transfer the right-of-way to the State of California.

On December 5, 2023, the City Council conditionally approved the Fulton Estates Parcel Map for the second time, agreeing to have the irrevocable offer of dedication for Tulare Avenue be made to the City of Tulare instead of the State of California provided that the subdivider enter into an agreement with the City indemnifying the City of any liability should the City accept the dedication and subsequently transfer it

to the State of California. Council's action reset the 60-day conditional approval deadline for submittal of all required items to February 3, 2024.

The Developer has been working with the City Attorney's office to develop an indemnification agreement but has been unable to complete this action and provide the City with all required items necessary to record the parcel map. They are requesting a third 60-day conditional acceptance from the City Council to provide additional time to complete these items.

**Fiscal Impact & Funding Source(s):** Additional costs resulting from staff time and consultant services to continue to process the parcel map. General Fund (G/L #008-4630-1021) Regular Salaries - \$TBD; General Fund (G/L #008-4630-2017) Professional/Technical Services - \$TBD

**Legal Review:** The parcel map will be reviewed for compliance with applicable legal requirements prior to recordation.

**Alternative Action:** 1) Approve with changes - Changes would result in a delay to the approval of the Tentative Parcel Map No. 2022-06, which may jeopardize the subsequent development of the Fulton Estates subdivision due to the Subdivider's inability to meet deadlines related to the sale of property; 2) Deny - Council conditionally approved Tentative Parcel Map No. 2022-06 on November 21, 2023, and again on December 5, 2023. Should Council opt to deny a third request for conditional acceptance, subsequent development of the Fulton Estates subdivision may be jeopardized due to the Subdivider's inability to meet deadlines related to the sale of property; or 3) Table - Delay resulting from tabling this item may jeopardize the subsequent development of the Fulton Estates subdivision due to the Subdivider's inability to meet conditions related to the sale of property.

#### **7.10 Corvina Avenue and Retherford Street Improvements Preliminary Oversize Agreement.**

**Recommended Action:** Authorize the City Manager to execute a preliminary oversize construction reimbursement agreement with Summit Homebuilders, Inc., a California Corporation, for construction costs associated with The Villas at Sierra Ranch residential development that are eligible for reimbursement in accordance with Chapter 8.64 of the Municipal Code, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager. [M. Miller]

**Summary:** As part of The Villas at Sierra Ranch residential development located on the southeast corner of Retherford Street and Covina Avenue, Summit Homebuilders, Inc. was required to construct a portion of Corvina Avenue, extend a 12-inch master plan waterline in Corvina Avenue and Retherford Street, and extend a 12-inch master plan sewer main in Retherford Street. The improvements are required to serve regional needs beyond what is required for just this development. Costs associated with the supplemental size and capacity are eligible for oversized construction reimbursement in accordance with Chapter 8.64 of the Municipal Code.

The attached preliminary oversize construction reimbursement agreement for Corvina Avenue and Retherford Street improvements identifies work that the City has required

the Developer to complete that would be eligible for reimbursement under the City's oversize reimbursement policy, and identifies the conditions under which the City would reimburse the Developer for their eligible expenditures, plus accrued interest, as funding becomes available through the City's Development Impact Fee program.

**Fiscal Impact & Funding Source(s):** DIF Transportation Facilities – Principal / #001-4320-8206; DIF Transportation Facilities – Interest / #001-4320-8306; DIF Water Facilities – Principal / #010-4610-8206; DIF Water Facilities – Interest / #010-4610-8306; DIF Sewage Collection and Wastewater Treatment Facilities - Principal/ 290-3230-000; DIF Sewage Collection and Wastewater Treatment Facilities - Interest/ 290-3230-000

**Legal Review:** The standard format of the Preliminary Oversize Construction Reimbursement Agreement has previously been reviewed and approved as to form by the City Attorney.

**Alternative Action:** 1) Approve with changes - would have no impact on the proposed development; 2) Deny - would be contrary to the procedures set forth in Chapter 8.64 of the Municipal Code; or 3) Table - would delay the Developers ability to commence construction of eligible improvements required for the Villas at Sierra Ranch residential development, thereby delaying the entire project.

#### 7.11 **Final Map Acceptance for KCOK 5 & 9.**

**Recommended Action:** Approve the final map and subdivision improvement agreement for Phase 5 and Phase 9 of the KCOK subdivision for recordation, and accept all easements and dedications offered to the City. [M. Miller]

**Summary:** Planning Commission Resolution No. 5423 adopted on June 27, 2022, approved the tentative subdivision map for the KCOK 5 & 9 subdivision located on the northwest corner of Morrison Street and the Seminole Avenue alignment. The overall subdivision comprises approximately 126 acres. The proposed subdivision is being developed in phases. The KCOK 5 & 9 subdivision will create 88 single-family residential lots, a park, and associated landscape and lighting district lots.

**Fiscal Impact & Funding Source(s):** There is no fiscal impact associated with this action.

**Legal Review:** The final map will be reviewed for compliance with applicable legal requirements prior to recordation.

**Alternative Action:** 1) Approve with changes - Changes would result in delay to the project schedule; 2) Deny - Construction of the proposed single-family residential construction project would not be permitted; or 3) Table - The delay resulting from tabling this item could adversely impact the Developer's construction schedule.



8. **PUBLIC HEARINGS** - Comments related to Public Hearing items are limited to three minutes per speaker, for a maximum of thirty minutes per item, unless otherwise extended by the Council. [Time Estimate: 7:40-8:40 p.m.]

8.1 **Substantial Amendment to Fiscal Year 2023 Action Plan.**

**Recommended Action:** Adopt resolution as presented to reallocate \$100,000 of Community Development Block Grant funds from Public Infrastructure activity to Affordable Housing activity, reprogram unutilized funds to activities under the Fiscal Year 2024 Action Plan, and modify the scope of work of a public service activity. [G. Avitia]

**Summary:** The Community Development Block Grant (CDBG) Program is authorized under Title I of the Housing and Community Development Act of 1974. Its primary objective is the development of viable urban communities through distinct national objective and eligible activities. On May 2<sup>nd</sup>, 2023, City Council adopted a resolution approving the CDBG Annual Action Plan (AAP), which allocated the following:

Category	Activity Name	Budget
Public Infrastructure and Facilities	Planning Project – Apricot & Academy	\$462,255
Public Services	<ol style="list-style-type: none"> <li>1. Case Manager at the Santa Fe Commons</li> <li>2. Licensed Clinical Social Worker (LCSW) for the Encampment Resolution Project</li> </ol>	<ol style="list-style-type: none"> <li>1. \$20,000</li> <li>2. \$90,313</li> </ol>
Affordable Housing	Minor Home Rehabilitation Program	\$127,400
Program Administration and Planning	<ul style="list-style-type: none"> <li>• Management, Oversight and Coordination Duties, Public Information, Advertising, Supplies, and Training with Housing and Grants Division</li> </ul>	\$146,070
<b>Total CDBG funds available in Fiscal Year 2023</b>		<b>\$846,038</b>

The U.S. Department of Housing and Urban Development (HUD) requires entitlement communities to develop a citizen participation plan, which describes how the City of Tulare will involve residents in the planning, implementation, and assessment of how CDBG funds are used. Under the Fiscal Years (FY) Citizen Participation Plan, a substantial amendment shall be initiated when there is a change in excess of 25% of an activity's original approved budget or a change in the purpose, scope, location, or beneficiaries of an activity.

To address the cancellation of a planned activity and a hiring shortfall that alters a scope of work for a public services activity, the City must develop and garner approval of a substantial amendment to the action plan. The public infrastructure project was not implemented this fiscal year as intended, largely because bids for the project far exceeded the available budget. Without comparable projects available to expend the funds allocated to the original infrastructure project prior to the end of the current fiscal year, staff recommend an assignment of a portion of the funding to the existing Affordable Housing Project and reprogramming the remaining amount in the next fiscal year. Additionally, the subrecipient, Kings View, was unable to hire a licensed clinical social worker in a reasonable timeframe. As a result, City staff propose adjusting the scope of work so the existing subrecipient may deliver an adequate array of services for the same focus population. The table below shows only the proposed adjustments:

Category	Activity Name	Budget
Public Infrastructure and Facilities	Engineering Project – Apricot & Academy	repurpose \$100,000 to the Affordable Housing Project
Affordable Housing Preservation	Habitat for Humanity of Tulare / Kings Counties	Increase by \$100,000 to \$224,000
Public Services	Kings View – Licensed Clinical Social Worker (LCSW) as a Care Consultant for the ERF project	Unchanged and apply financing for services of a Case Manager / Housing Navigator.

**Fiscal Impact & Funding Source(s):** Community Development Block Grant Funding for Fiscal Year 2023 (Fund 077).

**Legal Review:** This item does not require legal review.

**Alternative Action:** 1) Approve with changes - Adopt the resolution and accepting changes to the 2023 Annual Action Plan; 2) Deny - Reject the proposed 2023 Substantial Amendment and choose not to proceed with public service and public infrastructure projects; or 3) Table - This will delay the submission of a 2023 Substantial Amendment and expenditures, which in turn may place the City out of compliance with the U.S. Department of Housing and Urban Development.

If a proposed substantial amendment is not adopted at this or a subsequent meeting, then the City risks non-compliance with their Citizen Participation Plan and expenditure timeliness.

**8.2 Economic Development Subsidy Term Sheet with Cartmill Commons, LLC.**

**Recommended Action:** Approve an Economic Development Subsidy Term Sheet setting forth the terms and conditions of the City's rebate of Local Sales Tax to Cartmill Commons, LLC for installation of required infrastructure to serve development on 22 acres of vacant property located at the southeast corner of Highway 99 and Cartmill Avenue; authorize the City Manager to execute an agreement upon City Attorney approval, incorporating the terms and conditions set forth in the Economic Development Subsidy Term Sheet presented for Council's approval; and authorize the City Manager, or designee, to take such other actions and execution of other documents as may be necessary to implement the agreement. [T. Myers]

**Summary:** Cartmill Commons, LLC owns 22 acres of unimproved, commercially-zoned, property at the southwest corner of Cartmill Avenue and Highway 99. On or about November 30, 2023, UG2 Tulare CA, LP, a retail development company, closed escrow on approximately six of the 22 acres for the purpose of developing a Maverik Travel Center and ancillary commercial-retail uses on the Property.

Maverik is part of the larger overall development of the commercially zoned area located on the south side of Cartmill Avenue and west of the Akers Street alignment. As part of the project UG2 Tulare CA, LP has agreed to install required off-site infrastructure improvements, including but not limited to, the installation of a Southern California Gas Company gas trunk line to serve the entire 22-acre development. The cost of the installation of a 4" trunk line and a 2" gas line(s) is \$400,000; of which UG2 Tulare CA, LP and Cartmill Crossings have both each agreed to pay \$200,000.

Staff recommends that the City Council approve an Economic Development Subsidy Term Sheet setting forth the terms and conditions of the City's rebate of Local Sales Tax to Cartmill Commons, LLC for installation of required infrastructure to serve development on 22 acres of vacant property located at the southeast corner of Highway 99 and Cartmill Avenue; and authorize the City Manager to execute an Agreement upon City Attorney approval, incorporating the terms and conditions set forth in the Economic Development Subsidy Term Sheet presented for Council's approval; authorize the City Manager, or designee, to take such other actions and execution of other documents as may be necessary to implement the agreement.

**Fiscal Impact & Funding Source(s):** The requirement and related cost of extending a gas line to serve this property was not anticipated by the developer. The initial estimated cost was over \$1,000,000 but through staff design assistance an alternative path was determined resulting in a reduction in the estimated cost to \$400,000. Unfortunately, the developer's pro forma did not anticipate this cost and without the City's subsidy the project is financially infeasible. The City will only be rebating a portion of the new sales tax revenue that is generated by the development on the site and is not advancing any funds nor using general sales tax revenue for the subsidy.

**Legal Review:** Review by City Attorney completed.

**Alternative Action:** 1) Approve with changes; 2) Deny; or 3) Table.

**8.3 Economic Development Subsidy Term Sheet with UG2 Tulare CA, LP.**

**Recommended Action:** Approve an Economic Development Subsidy Term Sheet setting forth the terms and conditions of the City's rebate of Local Sales Tax to UG2 Tulare CA, LP for installation of required infrastructure to serve development on 22 acres of vacant property located at the southeast corner of Highway 99 and Cartmill Avenue; authorize the City Manager to execute an agreement upon City Attorney approval, incorporating the terms and conditions set forth in the Economic Development Subsidy Term Sheet presented for Council's approval; and authorize the City Manager, or designee, to take such other actions and execution of other documents as may be necessary to implement the agreement. [T. Myers]

**Summary:** Cartmill Commons, LLC owns 22 acres of unimproved, commercially-zoned, property at the southwest corner of Cartmill Avenue and Highway 99. On or about November 30, 2023, UG2 Tulare CA, LP, a retail development company, closed escrow on approximately six of the 22 acres for the purpose of developing a Maverik Travel Center and ancillary commercial-retail uses on the Property.

Maverik Travel Center was approved by the Tulare Planning Commission on June 26, 2023, to locate a new 5,982 sf premier convenience store with ancillary services of fueling options for travelers. Maverik is focused on providing a unique experience to customers, which includes made-to-order food and fresh food options as well as other convenient and grocery items desired by its patrons. This new facility will be located on approximately 3.24 acres at the southeast corner of Cartmill Avenue and Highway 99. The property owners of the site, UG2 Tulare CA, LP having remaining approximately three additional acres on which they are working to locate additional retail/commercial users. These projects are expected to generate substantial sales tax to the City of Tulare.

Maverik is part of the larger overall development of the commercially zoned area located on the south side of Cartmill Avenue and west of the Akers Street alignment. As part of the project UG2 Tulare CA, LP has agreed to install required off-site infrastructure improvements, including but not limited to, the installation of a Southern California Gas Company gas trunk line to serve the entire 22-acre development. The cost of the installation of a 4" trunk line and a 2" gas line(s) is \$400,000; of which UG2 Tulare CA, LP and Cartmill Crossings have both each agreed to pay \$200,000.

Staff recommends that the City Council approve an Economic Development Subsidy Term Sheet setting forth the terms and conditions of the City's rebate of Local Sales Tax to UG2 Tulare CA, LP for installation of required infrastructure to serve development on 22 acres of vacant property located at the southeast corner of Highway 99 and Cartmill Avenue; and authorize the City Manager to execute an Agreement upon City Attorney approval, incorporating the terms and conditions set forth in the Economic Development Subsidy Term Sheet presented for Council's approval; authorize the City Manager, or designee, to take such other actions and execution of other documents as may be necessary to implement the agreement.

**Fiscal Impact & Funding Source(s):** The requirement and related cost of extending a gas line to serve this property was not anticipated by the developer. The initial

estimated cost was over \$1,000,000 but through staff design assistance an alternative path was determined resulting in a reduction in the estimated cost to \$400,000. Unfortunately, the developer's pro forma did not anticipate this cost and without the City's subsidy the project is financially infeasible. The City will only be rebating a portion of the new sales tax revenue that is generated by the development on the site and is not advancing any funds nor using general sales tax revenue for the subsidy.

**Legal Review:** Review by City Attorney completed.

**Alternative Action:** 1) Approve with changes; 2) Deny; or 3) Table.

**9. FUTURE AGENDA ITEMS - NONE SUBMITTED** [Time Estimate: 8:40-8:40 p.m.]

**10. STAFF UPDATES** [Time Estimate: 8:40-8:45 p.m.]

**11. ADJOURN REGULAR MEETING**

The next regularly scheduled meeting of the Tulare City Council is Tuesday, February 20, 2024, at 7:00 p.m. in the Council Chamber, 491 North M Street, Tulare.



# Proclamation

**WHEREAS**, during Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development; and

**WHEREAS**, Black History Month grew out of the establishment, in 1926, of Negro History Week by Carter G. Woodson and the Association for the Study of African American Life and History; and

**WHEREAS**, the Black History Month 2024 theme "African Americans and the Arts" spanning the many impacts Black Americans have had on visual arts, music, cultural movements, and more; and

**WHEREAS**, the observance of Black History Month calls our attention to the continued need to battle racism and build a society that lives up to its democratic ideals; and

**WHEREAS**, the City of Tulare continues to work toward becoming an inclusive community in which all citizens are respected and recognized for their contributions and potential contributions to our community, the state, the country, and the world; and

**WHEREAS**, the City of Tulare is proud to honor the history and contributions of African Americans in our community, throughout our state, and nation.

**NOW, THEREFORE**, we, the City Council of the City of Tulare, do hereby proclaim the month of February 2024 as

## Black History Month

in the City of Tulare and encourage all citizens to celebrate our diverse heritage and culture and continue our efforts to create a world that is more just, peaceful, and prosperous for all.

Dated this 6<sup>th</sup> day of February 2024.



*Terry A. Sayre*  
Terry A. Sayre, Mayor

*Patrick Isherwood*  
Patrick Isherwood, Vice Mayor

*Jose Sigala*  
Jose Sigala, Councilmember

*Stephen C. Harrell*  
Stephen C. Harrell, Councilmember

*Dennis A. Mederos*  
Dennis A. Mederos, Councilmember

**CITY OF TULARE  
CITY COUNCIL MEETING MINUTES**

**Tulare Public Library & Council Chamber  
491 North M Street, Tulare**

**Tuesday, January 16, 2024  
6:00 p.m. - Special Meeting  
7:00 p.m. - Regular Meeting**

**COUNCIL PRESENT:** Mayor Terry A. Sayre  
Vice Mayor Patrick Isherwood  
Councilmember Jose Sigala  
Councilmember Stephen C. Harrell  
Councilmember Dennis A. Mederos

**STAFF PRESENT:** City Manager Marc Mondell; City Attorney Mario U. Zamora;  
Chief Deputy City Clerk Melissa Hermann; Assistant City  
Manager Josh McDonnell; Assistant Finance Director Melanie  
Gaboardi; City Engineer Michael Miller; Public Works Director  
Trisha Whitfield; Community Services Director Jason Glick;  
Police Chief Fred Ynclan; Fire Chief Michael Ott; Human  
Resources Director Shonna Oneal; Community Development  
Director Mario Anaya; Executive Director of Economic  
Development and Redevelopment Traci Myers; Chief  
Technology Officer Jason Bowling; Safety, Compliance &  
Facilities Officer Manny Correa

Proper notice of this meeting was given pursuant to Government Code Section 54954.2 and 54956.

**1. CALL TO ORDER SPECIAL MEETING**

Vice Mayor Isherwood called the special meeting of the Tulare City Council to order at 6:01 p.m. in the Council Chamber located at 491 North M Street.

Vice Mayor Isherwood advised that Mayor Sayre was attending the meeting via Zoom due to a medical necessity.

**2. PUBLIC COMMENT**

There were no public comments.

**3. STUDY SESSION**

**3.1 Review of Municipal Code Sections.**

**Recommended Action:** Review and provide direction to staff in regard to possible revisions to Municipal Code sections related to abandoned and wrecked vehicles and nuisances.

**Presented By:** Safety, Compliance & Facilities Officer Manny Correa

**Council Action:** Council and staff discussed the definitions for Abandoned Vehicle, Dismantled Vehicle, Inoperative Vehicle, and Wrecked Vehicle. It was agreed that staff would work with the City Attorney to tighten up the language for Abandoned and Inoperative Vehicle definitions (locations, registration, etc.).

Council and staff discussed accessory vehicle storage, not allowing storage in front yards or street side yards, on any public street, or any off-street parking area in any commercial or industrial zone unless exceptions apply as provided in the proposed revisions. Council expressed a desire for staff to look into possibly using a permit process for those that have exceptions. Councilmember Sigala wanted to ensure nothing violates First Amendment rights in regard to revisions pertaining to obstructing sidewalks and other areas.

#### **4. ADJOURN SPECIAL MEETING**

The special meeting was adjourned at 7:03 p.m.

#### **5. CALL TO ORDER REGULAR MEETING**

Vice Mayor Isherwood called the regular meeting of the City Council to order at 7:11 p.m. in the Council Chamber located at 491 North M Street.

#### **6. PLEDGE OF ALLEGIANCE AND INVOCATION**

Fire Chief Ott led the Pledge of Allegiance, and an invocation was given by Jeremy Hartley, Executive Pastor of Tulare First Baptist Church.

#### **7. PROCLAMATIONS & RECOGNITIONS**

**7.1 Recognize the Mission Oak High School Football Team**

**7.2 Recognize Outgoing Board, Commission, and Committee Members**

#### **8. PUBLIC COMMENTS**

The following provided public comment: Brian Thoburn of SCE wished the Council and staff a happy new year; and Donnette Silva-Carter provided updates on Chamber events.

#### **9. COMMUNICATIONS**

City Manager Marc Mondell advised the City received a Notice of Availability regarding the final environmental document for the Tulare Six-Lane and Paige Avenue Interchange Improvement Project from the California Department of Transportation.

#### **10. COUNCIL REPORTS AND ITEMS OF INTEREST**

Council reported out on recent events and discussed items of interest.

#### **11. CONSENT CALENDAR**

It was moved by Councilmember Sigala, seconded by Councilmember Harrell, and unanimously carried to approve the items on the Consent Calendar as presented.

**11.1 Waive the reading of ordinances and approve reading by title only.**

**Recommended Action:** Approve the reading by title only of all ordinances and that further reading of such ordinances be waived.

**11.2 Special and/or Regular Meeting Minutes of December 19, 2023.**

**Recommended Action:** Approve as submitted. [M. Hermann]



**11.3 Monthly Investments Report.**

**Recommended Action:** Accept the monthly investments report for November 2023. [M. Gaboardi]

**11.4 Letter of Support for TCAG Grant Application.**

**Recommended Action:** Authorize the mayor to sign a letter of support for TCAG's application for funding through the Caltrans Sustainable Transportation Planning Grant Program, Climate Adaptation Category, to develop and administer the Valley Transport Resiliency Advancement for Neighborhoods' Sustainable Freight Movement (V-TRANSFRM) Study. [M. Miller]

**11.5 Approval for Access to Sales and Use Tax Records.**

**Recommended Action:** Adopt a resolution authorizing certain City officials and contracted City consultants, namely Eight20 Consulting dba ZacTax, access to sales and use tax records of City of Tulare pursuant to California Revenue Taxation Code Section 7056 for the purpose of conducting a study of development patterns and key interchanges along Highway 99 to assist with future economic development planning efforts at and around the new International Agri-Center Way interchange to be completed in 2025. [T. Myers]

**11.6 Cartmill Commons Preliminary Storm Basin Oversize Agreement.**

**Recommended Action:** Authorize the City Manager to execute a preliminary oversize construction reimbursement agreement with UG2 Tulare CA, LP, a Delaware Limited Partnership for construction costs associated with the Cartmill Commons commercial development that are eligible for reimbursement in accordance with Chapter 8.64 of the Municipal Code, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager. [M. Miller]

**11.7 Police Department Citizen Complaint Review Board Annual Report.**

**Recommended Action:** Accept the Police Department Citizen Complaint Review Board annual report for calendar year 2023. [M. Comfort]

**11.8 Vehicle Purchase for the Police Department.**

**Recommended Action:** Award the purchase of two new/unused 2024 Ford F-150 trucks to National Auto Fleet Group, of Watsonville, CA using Sourcewell Contract No. 091521-NAF in the amount of \$97,993.52, which includes all fees, tax, and shipping. [T. Whitfield]

**11.9 On-Call Aviation and Engineering Services Agreement.**

**Recommended Action:** Approve Kimley-Horn as a pre-qualified consultant for on-call aviation consulting and engineering services; and authorize the City Manager to enter into a Professional Service Agreement with Kimley-Horn, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager, for an initial three-year period with an option to renew for an additional two years. [M. Correa and M. Powers]

**11.10 New Fire Engine Purchase.**

**Recommended Action:** Authorize the City Manager, or designee, to issue a City Purchase Order in the amount of \$1,046,405.29 for the purchase of a new fire engine from Golden State Fire Apparatus Inc, Sacramento, Ca. [M. Ott]

**12. PUBLIC HEARINGS****12.1 Landscape Maintenance District 2024-01.**

**Recommended Action:** Adopt a resolution establishing Assessment District 2024-01 for the Wild Oak subdivision, and ordering associated public improvements for the district.

**Presented By:** City Engineer Michael Miller

**Public Comment:** The public hearing was opened at 7:38 p.m. Receiving no public comment, the public hearing was closed at 7:39 p.m.

**Council Action:** It was moved by Councilmember Sigala, seconded by Councilmember Mederos, and unanimously carried to approve the item as presented.

**12.2 Landscape Maintenance District 2024-02.**

**Recommended Action:** Adopt a resolution establishing Assessment District 2024-02 for the Fulton Estates subdivision, and ordering associated public improvements for the district.

**Presented By:** City Engineer Michael Miller

**Public Comment:** The public hearing was opened at 7:49 p.m. Receiving no public comment, the public hearing was closed at 7:50 p.m.

**Council Action:** It was moved by Councilmember Mederos, seconded by Councilmember Harrell, and unanimously carried to approve the item as presented.

**13. GENERAL BUSINESS****13.1 Acceptance of Grant for Cycle Park.**

**Recommended Action:** Adopt a resolution authorizing the City Manager to accept a grant (G23-03-04-G01) offer from the State of California Off Highway Motor Vehicle Recreation Division (OMHV) to the Tulare Cycle Park operating expenses not to exceed \$477,024 for the year 2023 and to sign all applicable paperwork thereof.

**Presented By:** Safety, Compliance & Facilities Officer Manny Correa

**Public Comment:** None

**Council Action:** It was moved by Councilmember Mederos, seconded by Councilmember Harrell, and unanimously carried to approve the item as presented.

**13.2 Legislative Requests.**

**Recommended Action:** Discuss and provide direction to staff in regard to various legislative requests.

**Presented By:** City Manager Marc Mondell

**Public Comment:** None

**Council Action:** Councilmember Sigala introduced the idea of the City sponsoring a bill to address the way funds are distributed in the State to address homeless issues, increasing the possibility of smaller cities who are making

strides to assist the unhoused to receive more funding for those efforts. It was the consensus of Council to direct the City's lobbyist, Andres of Townsend Public Affairs, to begin to discuss the idea of this bill with members of the legislature on behalf of the City.

**14. FUTURE AGENDA ITEMS - NONE SUBMITTED**

**15. STAFF UPDATES**

Staff provided updates on department activities.

**16. ADJOURN REGULAR MEETING**

The regular meeting was adjourned at 8:50 p.m.

Approved by Council: February 6, 2024

\_\_\_\_\_  
TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK

\_\_\_\_\_  
By Melissa Hermann, Chief Deputy City Clerk

**CITY OF TULARE  
CITY COUNCIL MEETING MINUTES**

**Tulare Public Library & Council Chamber  
491 North M Street, Tulare**

**Friday, January 26, 2024  
8:00 a.m. - Special Meeting**

**COUNCIL PRESENT:** Mayor Terry A. Sayre  
Vice Mayor Patrick Isherwood  
Councilmember Jose Sigala  
Councilmember Stephen C. Harrell  
Councilmember Dennis A. Mederos

**STAFF PRESENT:** City Manager Marc Mondell; City Attorney Mario U. Zamora;  
Chief Deputy City Clerk Melissa Hermann; Assistant City  
Manager Josh McDonnell; Assistant Finance Director Melanie  
Gaboardi; City Engineer Michael Miller; Public Works Director  
Trisha Whitfield; Community Services Director Jason Glick;  
Police Chief Fred Ynclan; Fire Chief Michael Ott; Human  
Resources Director Shonna Oneal; Community Development  
Director Mario Anaya; Executive Director of Economic  
Development and Redevelopment Traci Myers; Chief  
Technology Officer Jason Bowling; Safety, Compliance &  
Facilities Officer Manny Correa

Proper notice of this meeting was given pursuant to Government Code Section 54954.2 and 54956.

**1. CALL TO ORDER SPECIAL MEETING**

Mayor Sayre called to order the special meeting of the Tulare City Council at 8:13 a.m. in the Council Chamber located at 491 North M Street.

**2. PUBLIC COMMENT**

There were no public comments.

**3. STRATEGIC PLANNING SESSION**

**3.1 Development of Strategic Objectives.**

**Recommended Action:** Receive a presentation from staff to assist in developing strategic objectives, setting directions, and determining specific priorities, and provide input and direction to staff thereto.

**Presented By:** City Manager Marc Mondell

**Council Action:** Council requested regular updates be provided on projects as well as on economic development. Council inquired about the Prosperity Avenue and West Street project which staff provided an update on and will discuss internally the timeline and process to expedite the completion of the project. Councilmember Sigala inquired about the City-owned property on the southeast corner of Bardsley Avenue and West Street, specifically about the possibility of rezoning the property to encourage commercial development. Councilmember Sigala requested that there be budget workshops to go over the annual budget

with Council. Councilmember Sigala inquired about the set-aside funds for the arts that was requested in this current budget. Both Councilmember Sigala and Mayor Sayre expressed interest in the idea of having multiple sports complexes in different areas of the city. Councilmember Sigala suggested having funds set aside to offer as rewards for those providing tips that result in the successful identification of those responsible for committing crimes such as graffiti. Councilmember Sigala expressed his desire to have staff look into a community garden on the property on West Street (engage with a landscape architect to put together a vision or plan). Councilmember Sigala mentioned the City of Fresno's recent creation of a pothole strike team and expressed interest in a similar program for the City (being more proactive, possibly focusing on one district a month). Councilmember Sigala expressed his desire to have the Council Item Tracking document be reinstated and shared regularly with Council. Councilmember Sigala mentioned development agreements and revisiting those agreements to see if other conditions can be included such as traffic calming measures. Staff will meet internally to discuss the possibility of providing workshops to discuss development standards with Council. Vice Mayor Isherwood requested a more thorough analysis of the proposed projects be provided. Vice Mayor Isherwood mentioned the importance of the SR 99 corridor in terms of marketing/economic development. Vice Mayor Isherwood also mentioned the importance of the transportation corridors in Tulare stating they are looking very aged. Councilmember Harrell expressed his desire to see the big projects completed (old library building, community garden, Women's Clubhouse, Olympic Square, and downtown redevelopment).

#### **4. ADJOURN SPECIAL MEETING**

The special meeting was adjourned at 11:42 p.m.

Approved by Council: February 6, 2024

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TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK

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By Melissa Hermann, Chief Deputy City Clerk



## Staff Report

**Meeting:** City Council

**Date:** February 6, 2024

**Item #: 7.4**  
**Consent**

---

**Department:** City Manager

**Submitted by:** Chief Deputy City Clerk Melissa Hermann

**Agenda Title:** Handbook for Council-Appointed Bodies Update

---

### RECOMMENDED ACTION

Adopt a resolution revising the Handbook for Council-Appointed Bodies (Boards, Commissions, and Committees) to update the regular meeting dates for the Aviation Committee from recurring quarterly to monthly on the fourth Monday of each month at 6 p.m.

### SUMMARY

Council adopted a handbook to serve as a reference for the basic protocols that apply to all Council-Appointed Bodies. From time to time, this handbook requires revisions due to updates as directed by Council or recommended by staff as well as changes in legislation.

Currently, the Aviation Committee meets quarterly beginning in January on the fourth Monday of the month at 6 p.m. Due to the increase in activity at the airport, staff is recommending the Committee meet monthly. Meetings will continue to occur on the fourth Monday at 6 p.m.

### FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

### LEGAL REVIEW

This item does not require legal review.

### ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

### ATTACHMENTS

1. Resolution
2. Revised Handbook

**Reviewed/Approved:** 

**RESOLUTION 2024-**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE  
REVISING THE CITY OF TULARE HANDBOOK FOR COUNCIL-APPOINTED  
BODIES FORMERLY REFERRED TO AS CITY OF TULARE BOARDS,  
COMMISSIONS, AND COMMITTEES HANDBOOK**

**WHEREAS**, the City of Tulare currently has eight Council-Appointed Bodies (boards, commissions, and committees) whose members are appointed by the City Council; and

**WHEREAS**, a handbook was designed to serve as a reference for the basic protocols that apply generally to all City-Appointed Bodies; and

**WHEREAS**, from time to time, this Handbook requires revisions due to updates as directed by Council, recommendations by staff, and changes in legislation; and

**WHEREAS**, staff has recommended that the Aviation Committee meet monthly instead of quarterly due to the increase in activity at the airport.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Tulare, as follows, to wit:

**Section 1.** The City of Tulare Handbook for Council-Appointed Bodies (formerly referred to as City of Tulare Boards, Commissions, and Committees Handbook) as presented in Exhibit A is hereby adopted revising the regular meeting dates for the Aviation Committee to the fourth Monday of each month at 6 p.m.

**Section 2.** The revised Handbook as presented in Exhibit A supersedes any and all previous versions.

**PASSED, APPROVED, AND ADOPTED** on this 6<sup>th</sup> day of February 2024.

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TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK

---

By Melissa Hermann, Chief Deputy City Clerk

**EXHIBIT A**  
(See attached)



# City of Tulare

## Handbook for Council-Appointed Bodies



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## Introduction

There are close to 50 citizens who participate on boards, commissions, and committees to advise the City Council on issues facing Tulare. Boards, commissions, and committees (referred to collectively as “Council-Appointed Body”) play a critical role in the City of Tulare. As a member of a Council-Appointed Body, you serve as a conduit for citizen input to the City Council which has the final responsibility for making policy decisions. You will find your role requires time, effort, and sometimes lengthy meetings; however, it also provides an opportunity for you to participate in the decision-making process and help shape the future of Tulare. Serving on a Council-Appointed Body can be a rewarding experience for those seeking to serve their community.

This handbook was thoughtfully prepared to introduce you to your role as a Council-Appointed Body member and serve as a reference for the basic protocols that generally apply to all advisory bodies. While attempting not to be overly restrictive, procedures are established so that expectations and practices can be clearly articulated to guide Council-Appointed Body members in their activities. This handbook will:

- Outline the role and function of the City’s boards, commissions, and committees;
- Review important guidelines and expectations of appointed members;
- Provide information about the history and composition of the City organization; and
- Provide members with information necessary to understand areas of responsibility for their respective board, commission, or committee, and their role in serving the City.

Although this handbook covers the important aspects of City government and Council-Appointed Body activities, it cannot incorporate all information necessary for undertaking the business of advisory bodies. There are many other laws and documents that exist which bind the advisory bodies to certain courses of action and practices.

It is important that new members of advisory bodies fully understand all the services and programs provided by the City. For new members appointed to a Council-Appointed Body, staff may provide an orientation and opportunities to tour facilities and provide background information on current issues.

Here is a quick summary of how City advisory bodies serve the democratic process in Tulare:

- Hold public meetings and use other means to gauge the community’s attitude about certain issues;
- Recommend policies and procedures related to their respective fields to the City Council;
- Serve as intermediary between the public, City staff, and the City Council by providing information, explanation, and support for different points of view; and
- Make, in certain cases, decisions for the City.

## Chapter 1 – Structure of Government

### Charter City

Within California, there are two types of cities: general law and charter. A general law city has the authority to act locally, but its acts must be consistent with the California Constitution, state statutes, and state administrative regulations. A charter city allows a greater degree of local control than that provided by the California Legislature. Becoming a charter city allows voters to determine how their city government is organized and, with respect to municipal affairs, enact legislation different than that adopted by the state. Charter cities are not subject to many of the planning and zoning statutes promulgated by the State thus having broader powers to enact land-use regulations and other rules-of-process than do general law cities.

Tulare was incorporated in 1888, and in 1923, voters approved the city charter making Tulare a charter city. The charter can be accessed along with the Tulare Municipal Code on the city's website at [www.tulare.ca.gov](http://www.tulare.ca.gov).

### City Council

The City of Tulare is governed by a Council-Manager form of government. Under this form of government, the elected City Council sets the policies for the operation of the Tulare City Government. The City Council consists of five members. Among the members, the Council selects a Mayor and Vice Mayor to serve in the capacity for two years. The Mayor is the presiding officer of the Council and the official spokesperson and ceremonial representative of the City.

Members of the Council are elected by district, but representing the city's interests as a whole, and serve staggering four-year terms (Districts 1, 3, and 5 same election; Districts 2 and 4 same election). The City Council appoints the City Manager, City Clerk, and City Attorney who serve at the pleasure of the Council.

### City Manager

The administrative responsibility of the City rests with the City Manager who is appointed by the City Council. The City Manager's Office provides support and assistance to the City Council, conducts legislative analysis, and participates in numerous regional, State, and federal organizations that support the objectives of the City of Tulare.

The City Manager provides supervision and direction to all City departments and performs economic development activities citywide. In addition to providing oversight of all City operations, the general administrative functions of the City Manager's Office include budget management, agenda review, purchasing, public relations, public information and marketing activities, legislative analysis, telecommunications franchise management, and liaison to the Chamber of Commerce and other government agencies.



**City Clerk**

The City Clerk is the local official who administers democratic processes such as elections, access to city records, and all legislative actions ensuring transparency to the public. The City Clerk acts as a compliance officer for federal, State, and local statutes including the Political Reform Act, the Brown Act, and the Public Records Act. The City Clerk manages public inquiries and relationships and arranges for ceremonial and official functions.

The City Clerk's Office is responsible for compiling and maintaining original City records, including a record of all of the proceedings of the City Council. Other duties assigned include compiling and maintaining central files, legislative history, ordinances and resolutions, and serving as a liaison between the public and the City Council. The City Clerk provides easy access to information and serves as a guide to open participation in the decision- and policy-making process.

**City Attorney**

The City Attorney serves as legal advisor of the Council, City Manager, and all other officers, boards, commissions, and departments of the City.

**Departments**

The various departments within the City provide expertise in their designated areas and service to the members of the public, business community, and City Council.

**Organizational Chart**

The organizational chart is provided on the next page. As changes occur in the organizational structure, this document will be updated.



## City of Tulare

Citizens of Tulare

### City Council

**Administration**  
Mario U. Zamora, City Attorney

**Office of the City Clerk**  
Melissa Herrmann, Chief Deputy City Clerk  
City Council and Board of Public Utilities  
Agendas and Minutes  
Public Records Requests  
Legislative Reporting

**Administration**  
Marc Mondell, City Manager  
Economic Development  
Legislative Coordination

**Office of Safety, Compliance & Facilities**  
Manny Correa, Administrator  
Safety  
Code Enforcement  
Emergency Coordination  
Facilities  
Property Management

**Administration**  
Josh McDonnell, Assistant City Manager  
Public Information Officer  
Economic Development

**Economic Development & Redevelopment**  
Traci Myers, Executive Director  
Economic Development  
Redevelopment

**Public Works**  
Trisha Whitfield, Director  
Solid Waste  
Recycling  
Water  
Sewer  
Surface Water  
Wastewater  
Fleet  
Transit

**Human Resources**  
Shonna Oneal, Director  
Employee Benefits  
Contract Management  
Personnel Rules  
Risk Management  
Purchasing  
Payroll

**Community Services**  
Jason Glick, Director  
Parks & Recreation  
Library  
Senior Services  
Concert Series  
Homeless Shelter

**Information Technology**  
Jason Bowling, Director  
Software & Systems  
Management  
Technical Support  
Geographic Information  
Systems (GIS)  
Grants Coordination

**Community Development**  
Mario Anaya, Director  
Planning  
Building  
Permit Center  
Housing

**Engineering**  
Michael Miller, Director  
Capital Improvements  
Traffic  
Site Permitting &  
Inspections  
City Development  
Standards  
Project Management  
Surveying

**Fire**  
Michael Ott, Chief  
Administration  
Suppression  
Prevention  
Training  
Weed Abatement  
Community Outreach  
Emergency Operations

**Police**  
Fred Yndlan, Chief  
Administration  
Patrol  
Investigations  
Animal Services  
Community Outreach  
Emergency Operations

**Finance**  
Vacant, Director  
Budget  
CAPER  
Utility Billing  
Successor Agency  
Treasury  
Business Licenses  
Payroll

## **Chapter 2 – Policies and Procedures**

### **Relationship to City Council, Staff, and Media**

Upon referral by the City Council, or as otherwise dictated by the Charter or the City's Municipal Code, the Council-Appointed Bodies shall study referred matters and return their recommendations and advice to the Council. With each such referral, the Council may authorize the City staff to provide certain designated services to aid in the study. Upon its initiative, the Council-Appointed Bodies shall identify and raise issues to Council's attention and from time-to-time survey pertinent matters and make recommendations to the Council.

Council-Appointed Bodies should not become involved in the administrative or operational matters of City departments unless specifically provided in their prescribed powers and duties. Members may not direct staff to initiate major programs, conduct large studies, or establish department policy without the specific approval of the City Council. City staff assigned to furnish staff services shall be available to provide general staff assistance, such as preparation of agenda/notice materials and minutes, the general review of department programs and activities, and to perform limited studies, program reviews, and other services of a general staff nature. Additional staff support may be provided upon a formal request to the City Council. The responsibility for setting policies for the City rests with the City's duly elected representatives, the City Council.

Members of Council-Appointed Bodies should refer all media inquiries to City staff and not provide statements or positions on any issues on behalf of the City.

### **Recommendations, Requests, and Reports**

City staff for the Council-Appointed Bodies may submit requests for direction and support from the City Council, file reports, and facilitate any other communications needed for the proper function of the Council-Appointed Body. Such requests shall be communicated to the City Manager in advance so that they may be listed on the agenda. The Chairperson shall attend the City Council meeting to address any questions. The Council will receive such reports and recommendations, and after suitable study and discussion, respond or give direction.

### **Council Referrals**

The staff representative shall transmit to the designated Council-Appointed Body all referrals and requests from the City Council for advice and recommendations. Council-Appointed Bodies shall expeditiously consider and act on all referrals and requests made by the City Council and shall submit reports and recommendations to the City Council on these assignments.

### **Public Appearance of Council-Appointed Body Members**

When a Council-Appointed Body member appears in a non-official, non-representative capacity before the public, for example in a Council meeting, the member shall indicate that they are speaking only as an individual. Conversely, when a member who is present at a Council meeting is asked to address the Council on a matter on their



Council-Appointed Body, the member should represent the viewpoint of the particular body as a whole (not a personal opinion).

**Disbanding of Council-Appointed Body**

Upon recommendation by the Chair of the Council-Appointed Body or appropriate staff, any standing or special Council-Appointed Body established by the City Council and whose members were appointed by the City Council may be declared disbanded due to lack of business by a majority vote of the City Council.

## Chapter 3 – Boards, Commission, and Committees

### Terminology and Definitions

Typically, boards and commissions are formed by ordinance or Charter and the members take the Oath of Office; committees are formed by resolution or minute action of the City Council. Changes to those formed by ordinance or Charter generally require an amendment to the municipal code or the Charter by the electorate.

The following terms and definitions are applied to boards, commissions, and committees in general:

Ad Hoc Committee – Committees established for a specific purpose and a defined period. Formed for or concerned with one specific purpose (e.g. Ad Hoc Compensation Committee); formed or used for specific or immediate problems or needs.

Board – A group of persons having managerial, supervisory, or advisory powers or functions. In parliamentary law, a board is a form of deliberative assembly and is distinct from a committee, which is usually subordinate to a board or other deliberative assembly with the board having greater autonomy and authority.

Commission – A group of people officially authorized to perform certain duties or functions vested with certain powers or authority.

Committee – A group of people officially delegated to perform a function, such as investigating, considering, reporting, or acting on a matter.

Task Force – A temporary grouping of individuals and resources for the accomplishment of a specific objective.

### Board of Public Utilities Commissioners

The Board of Public Utilities Commissioners (BPU) was established by the City Charter and is charged with the responsibility of regulating and managing the utility divisions of the City. Those divisions include Solid Waste (refuse collection and street sweeping), Water, Sewer, and Wastewater. Pursuant to Section 52 of the Charter, the five members are appointed by the mayor and confirmed by the City Council to serve four-year terms. The Board meets at 4:00 p.m. on the first and third Thursday of each month. Meetings are held in the Council Chamber.

### Planning Commission

The Planning Commission was established by the City Charter and governed and maintained under and pursuant to the provisions of the general laws of the State. The Commission is responsible for considering and making decisions regarding land use, planning and zoning in accordance with the scope of city ordinances, development standards and state planning laws. A wide variety of issues are under the purview of the Planning Commission, including subdivisions, annexations, design review, zoning, and environmental impact assessments. Pursuant to Resolution 17-57, the five-member Planning Commission is appointed by the City Council, by seat, with members serving

four-year terms. The Planning Commission meets at 7:00 p.m. on the second and fourth Monday of each month. Meetings are held in the Council Chamber.

### **Parks and Recreation Commission**

The Parks and Recreation Commission, established by City ordinance, is a seven-member advisory board appointed by the City Council to act on matters of recreational importance to all segments of the community, including recreational programs, facilities, park development. The Commission also serves as a Council-Appointed Body to City Council and staff regarding street trees to be removed or planted, standards for landscape enhancement, and tree preservation policy. Pursuant to Municipal Code Chapter 2.04, each member of the City Council shall select and appoint one member to the Commission, subject to approval of the appointment by the remainder of the Council. The remaining two members shall be selected at large by the City Council as a whole. Members serve four-year terms. The Commission meets at 6:30 a.m. on the second Tuesday of each month at the Claude Meitzenheimer Community Center.

### **Library Board**

The Library Board was established pursuant to California Education Code § 18910 which states that a public library shall be managed by a board of library trustees, consisting of five members, to be appointed by the mayor with the consent of the Council. The Board advises staff and Council on all matters relating to library services. Members serve three-year terms. The Board meets at 4:00 p.m. on the third Wednesday of each month at the Tulare Public Library.

### **Committee on Aging**

The Committee on Aging is a five-member committee responsible for advising the Community Services Department on matters of senior citizen interest including such areas as recreation, social, and nutritional services. Members are appointed by the City Council, by seat. Members serve four-year terms. The Committee meets at 12:00 p.m. on the third Wednesday of each month at the Senior Community Center.

### **Aviation Committee**

The Aviation Committee is a five-member committee established by the Council pursuant to Minute Action on July 6, 1971. The membership shall be made up of one Planning Commissioner (appointed by the Planning Commission), one airport lease holder, and three additional members. All members with the exception of the member appointed from the Planning Commission are appointed by the mayor and confirmed by the majority of the Council. The Committee is charged with the responsibility of making recommendations to the Council and staff in all areas related to City airport use, improvements, and development of Mefford Field. Members serve four-year terms. The Committee meets at 6:00 p.m. on the fourth Monday of each month at City Hall.

### **Police Department Citizen Complaint Review Board**

The Police Department Citizen Complaint Review Board is charged with the responsibility of reviewing the Police Department's investigation of citizen complaints in specific areas and providing an independent review to the Chief of Police. The Board does not recommend or review disciplinary action against Police Department

employees. Pursuant to Municipal Code Chapter 2.12, the Board shall consist of seven members. Each member of the City Council shall select and appoint one member to the Board, subject of the approval by the remainder of the Council, and two appointed at-large to serve two-year terms. An eighth, non-voting member is selected by the Police Officers Union to sit on the Board. The Board meets at 5:30 p.m. on the second Tuesday of the month at City Hall.

#### **Measure I Citizen Oversight Committee**

The Measure I Citizen Oversight Committee, pursuant to ballot language, Resolution 05-5261, and by guidelines approved on May 16, 2017, consists of five members appointed by City Council, by seat, to serve four-year terms. The Committee will meet twice annually, once to be briefed on the annual budget (mid-year) and again to review the Annual Audit Report, specific to Measure I.

## Chapter 4 – Meetings and Officers

### **Agendas, Notices, and Minutes**

All meetings shall be open and public and shall conduct business through published agendas, public notices, and minutes, and follow all of the Brown Act provisions governing public meetings.

Support staff for each Council-Appointed Body shall be responsible for properly noticing and posting all regular, special, canceled, and adjourned meetings. Copies of all meeting agendas, notices, and minutes shall be provided to the City Council, City Manager, City Attorney, City Clerk, and other appropriate staff, as requested. An agenda generally consists of the following:

- Call to Order
- Citizen Comments
- Communications
- Consent Calendar
- General Business
- Items of Interest
- Adjournment

All items of business to be discussed at a meeting shall be briefly described on the agenda. The description should set forth the proposed action to be considered so that members of the public will know the nature of the action under review and consideration. If action is taken on any items that are not on the agenda or not noticed properly, those actions will not be valid.

Written minutes of all regular and special meetings must be kept as the official record of business transacted and are taken by the secretary of the Council-Appointed Body or a staff member if a secretary is not appointed. Minutes should include a summary of any pertinent discussions and should contain mainly a record of the actions taken by the Council-Appointed Body at the meeting. Minutes are approved at the next meeting of the Council-Appointed Body and any corrections to the minutes may be made during the meeting and prior to the approval. Original agendas and minutes shall be filed and maintained by support staff per the City's adopted Records Retention Schedule.

Members should carefully read the agenda and all agenda materials in advance so that they can be prepared for the meeting and get clarification and answers to questions from staff if needed. They should come prepared with issues to raise on all sides of the matter under consideration. Members also need to review each agenda item ahead of the meeting to determine if they may have a potential or actual conflict due to property or monetary interests or for any other reason prescribed by law.

### **Conduct of Meetings and Parliamentary Procedures**

Unless otherwise specified by State law or City regulations, the conduct of all meetings shall generally follow basic parliamentary procedures, similar to Rosenberg's Rules of

Order, but not exclusive thereto. A majority of members shall constitute a quorum and a quorum must be seated before a meeting is called and official action is taken. The Chair of each Council-Appointed Body shall preside at all meetings and the Vice-Chair shall assume the duties of the Chair when the Chair is absent.

### **Meeting Locations and Dates**

Meetings may be held in the Council Chamber or other designated City facilities, as noticed. Regular meetings shall have a fixed date and time established by the Council-Appointed Body or the City Council. Changes to the established regular dates and times are subject to approval by the City Council.

### **Selection of Chair and Vice Chair**

The Chair and Vice-Chair of each Council-Appointed Body shall be selected in January of each year, or as set forth by Charter, Ordinance, or in approved bylaws, by a majority of its members and shall serve for one year or until their successors are selected.

### **Other Rules and Regulations**

Each Council-Appointed Body may adopt other rules and procedures as it feels necessary to accomplish its duties effectively and efficiently. Such rules are subject to Council approval before becoming effective and should not be in conflict with this Handbook, any rules or regulations related to the function or operation of the Council-Appointed Body adopted by Council or contained in the City Charter or Municipal Code.

## Chapter 5 – Membership

### **Appointments and Oaths**

The City Council is the appointing body for all Council-Appointed Bodies. All members serve at the pleasure of the City Council for designated terms. All appointments may be made at a regularly scheduled or special City Council meeting and require an affirmative vote of a majority of the Council present unless the appointment is otherwise described. Before taking office, all members must complete an Oath of Office as required by the City Charter. All oaths are administered by the City Clerk or designee. Appointments made during the middle of the term are for the unexpired portion of that term.

### **Application and Selection Process**

The application process begins when a vacancy occurs due to term expiration, resignation, removal, or death of a member of a Council-Appointed Body. The application period will normally run for four weeks from the date the vacancy occurs. If there is more than one concurrent vacancy, the application period may be extended. Any candidate that wishes to be considered must fill out an application. Applications are available from the City Clerk's Office as well as the City's website. Applications are kept on file for two years. The City Clerk shall notify members whose terms are about to expire and whether or not they are eligible for reappointment. If reappointment is sought, the incumbent must submit a new application to be considered.

After the deadline for receipt of applications, the City Clerk shall schedule for the applications to be reviewed at the next available regular Council meeting or schedule a special meeting. All applications received will be submitted and made a part of the Council agenda packet for their review and consideration. If there are no applications received by the deadline, the City Clerk will extend the application period for an indefinite period of time until sufficient applications are received.

Following an appointment, the City Clerk shall notify successful and unsuccessful applicants in writing. Appointees will receive copies of the City's Non-Discrimination and Sexual Harassment policies.

### **Attendance**

The provisions listed below shall apply to all Council-Appointed Bodies.

Any member of any Council-Appointed Body who is absent from either (1) three consecutive regular meetings; or (2) fifty percent or more of all meetings within any consecutive 12-month period of time shall automatically be removed from the Council-Appointed Body unless the City Council shall find and determine that there was good cause to excuse the absences.

Good cause shall include but not be limited to illness, injury, hospitalization, other medical emergencies or temporary requirements and obligations of employment or family matters.

City Council may consider removal of a member on its own volition, with or without the consensus from the Council-Appointed Body.

While it is expected that members be present at all meetings, the support staff or Chair should be notified if a member knows in advance that they will be absent.

### **Compensation**

Members shall serve without compensation for their services unless specifically provided for in the City Charter.

### **Qualifications**

Unless stated otherwise in the Council-Appointed Body's bylaws, by statute, or provided for by the Council, the City Charter, or Municipal Code, all members shall maintain their principal place of residence either within the sphere of influence of the City of Tulare or within the city limits (see table below for specific requirements) at the time of their appointment and throughout the term of service.

<b>Body</b>	<b>Residency Requirement</b>
Aviation Committee	Sphere of Influence
Board of Public Utilities	City Limits
Committee on Aging	City Limits
Measure I Citizen Oversight Committee	City Limits
Library Board	City Limits
Parks and Recreation Commission	Sphere of Influence
Planning Commission	Sphere of Influence
Police Department Citizen Complaint Review Board	City Limits

A majority of the membership for the Planning Commission and Parks and Recreation Commission must have their primary place of residence within the city limits, limiting the number of members who reside outside the city limits but within the sphere of influence.

If at any time during their term any member shall cease to maintain their principal place of residence in the City of Tulare, that member shall become ineligible to continue to serve as a member of the board, commission, or committee and said position shall be declared vacant by the City Council.

Current members of any other Council-Appointed Body are disqualified for membership if there is a direct conflict between the bodies. Members shall be permitted to retain membership while seeking any elective office; however, members shall not use the meetings, functions, or activities of such bodies for purposes of campaigning for elective office. No Council-Appointed Body member shall hold any paid position for the City of Tulare unless stated otherwise in their bylaws.

### **Reappointments, Resignations, and Removals**

Incumbents seeking reappointment are required to submit a new application by the given deadline. There is no limit to the number of terms a member may serve. Resignations must be submitted in writing to the City Clerk who will distribute copies to



City Council and appropriate staff. The City Council may remove a member by a majority vote of the Council without cause, notice, or hearing.

### **Term of Office**

With the exception of the Police Department Citizen Complaint Review Board where members serve two-year terms and the Library Board where members serve three-year terms, the term of office for members of Council-Appointed Bodies is four years. The term of office for all members other than the Library Board expires on December 31 where Library Board terms expire on June 30. If a person is appointed to fill an unexpired term and serves less than two years, that time will not be considered a full term; however, if a person is appointed to fill an unexpired term and serves two years or more, that time will be considered a full term. Terms are staggered, so not all terms expire in any one year. If a member resigns before the end of their term, a replacement serves out the remainder of that term.

### **Vacancies, New Terms, and the Maddy Act**

Unscheduled vacancies are created due to resignations, removals, or death. Whenever an unscheduled vacancy occurs in any Council-Appointed Body, a special vacancy notice is posted in the City Clerk's Office, City Hall kiosk, Tulare Public Library, and City website no earlier than 20 days before and no later than 20 days after the vacancy occurs. Appointment shall not be made for at least ten working days after posting of the notice pursuant to Government Code 54974.

Seats on Council-Appointed Bodies will also become available at the end of each term. On or before December 31 of each year, an appointment list of all regular advisory boards, commissions, and committees of the City Council whose terms will be expiring in the succeeding year shall be prepared by the City Clerk and posted on the City's website as well as made available to the public upon request (Government Code 54972, Maddy Act).

The Legislature established 54970 et seq. of the Government Code, also known as The Maddy Act, for the purpose of increasing public awareness of appointments to be made by any local government, to improve interest in serving, transparency in the process, and provide the local appointive powers access to applicants otherwise untapped.

## Chapter 6 – Legal Requirements

Certain limitations have been placed upon the powers of both the City Council and Council-Appointed Bodies by both statutory and case law. In certain instances, application of these restraints may be crucial in the governmental process. In instances of doubt, the City Attorney's advice or formal opinion should be sought.

### **Conflict of Interest**

As specified in State law, it is illegal for a Council-Appointed Body member to have an interest in any contract, sale, purchase, finding or transaction in which the member is involved in an official capacity. Conflict of interest may disqualify the member and invalidate any action where such conflict exists. Any interest, whether personal, private, general, or sentimental that would tempt a member to act in any manner other than the best public interest, should be examined and official action accordingly restricted. An interest that is common to all similarly situated persons is not disqualifying to an action.

Pursuant to the Conflict of Interest Code, members may be required to file a Statement of Economic Interest with the City Clerk to disclose personal interests in investments, real property, and income. This is done within 30 days of the date of appointment and annually thereafter. A Statement is also required within 30 days of leaving office. The Conflict of Interest Code has been established and adopted by the City Council pursuant to the California Fair Political Practices Act (Government Code Section 87300 et seq.). Copies of the code are available from the City Clerk as well as on the City's website.

### **Ethics**

Effective January 1, 2006, State law (AB 1234) requires local officials who receive compensation, salary, stipends, or expense reimbursements complete training in public service ethics laws and principles every two years. The requirement applies to the Board of Public Utilities and the Planning Commission. The City Clerk's Office will notify members of their requirement and ensure training is provided in a timely manner. Upon completion of the required training, a certificate of completion must be provided to the City Clerk's Office.

### **Open Meetings – The Brown Act**

The Ralph M. Brown Act, which was passed in 1953, has become a model public meeting law for the country. The opening section of the law states:

"In enacting this chapter, the legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly."

The Act extends to any advisory commission, board or body of a local agency. Its relevant provisions include the following: with some exceptions, meetings of advisory bodies must be held within the territory of the local agency, meetings must be open to

the public, and notice of meetings must be delivered prior to the meeting to the press and public pursuant to the provisions of the Government Code.

A "meeting" takes place whenever a quorum of the Council-Appointed Bodies is present and official business is conducted. A Council-Appointed Body member who attends a meeting where action is taken, knowing that the meeting is in violation of the Brown Act, is guilty of a misdemeanor. "Action taken" means a collective decision made by a majority of the members of the body, a collective commitment or promise to make a positive or negative decision, or an actual vote by the majority of the members on a motion, proposal, resolution, order, or ordinance. Care should be taken to ensure that, if a quorum of a commission is gathered at a public or private place, no public business is discussed and that the gathering will not be interpreted as a meeting. Council-Appointed Body members are permitted to socialize in a non-meeting setting but must refrain from discussing any business. Any questions concerning the effect of the Brown Act should be directed to the City Clerk.

### **Public Records**

The Government Code of the State of California provides that all official records of the City are open to inspection to any interested citizen at reasonable times. Exceptions to this law are only those records specified in the Public Records Act, records relative to legal action in which the City is a party, and records the disclosure of which would not be in the public interest. Council-Appointed Body meeting minutes and supporting documents are public records and are subject to disclosure.

### **Discrimination and Equal Protection**

All rules, regulations, laws, services, and facilities must apply equally to all persons and not give favor to any segment of the community. Similarly, all laws and ordinances of the city must afford equal protection to all facets of the community, unless the purpose of a city action requires special classification of the community.

### **Due Process**

All governmental procedures and process must allow an affected party a right to be heard and to present controverting fact or testimony on the question of right in the matter involved. Unfair determinations, such as bias, predetermination, refusal to hear, etc., may invalidate actions.

### **Reasonableness**

Every action of municipal government must be reasonable, or otherwise stated, not be capricious, extreme, arbitrary, or abusive.

### **Use of Public Property**

Public property, equipment, and facilities may not be used for private or personal purposes. Facilities, equipment, and supplies are provided by the City, but are limited to use in official functions only.



# Staff Report

Meeting: City Council

Date: February 6, 2024

Item #: 7.5  
Consent

**Department:** Human Resources

**Submitted by:** Shonna Oneal, Human Resources Director

**Agenda Title:** Amendment to the City's Non-Utility Position Control Budget

## RECOMMENDED ACTION

Adopt a resolution amending the City's Non-Utility Position Control Budget (PCB) to revise the salary range for the position of Chief Financial Officer.

## SUMMARY

The City Manager is required to bring all proposed changes to the PCB related to the number of positions or salary ranges to the Council for review and consideration. The City Manager is authorized to make changes to job descriptions, including without limitation title changes that do not affect the positional role in the PCB or the positional salary range, to make changes to job responsibilities that do not affect the PCB or require approval as part of the collective bargaining process, and to re-allocate funding sources.

A need has been identified that requires an update to the City's Non-Utility Position Control Budget, approved by Council on June 20, 2023. During the recent Chief Financial Officer recruitment, a salary only analysis was conducted for this Department Head classification utilizing the City's eight comparable cities (Bakersfield, Clovis, Delano, Dinuba, Fresno, Hanford, Porterville, and Visalia). After evaluating the data collected, it was determined that a salary change is necessary for the Chief Financial Officer classification as follows:

<b>Current</b>	<b>Recommended</b>	<b>Annual Increase</b>
<b><u>Monthly Salary, Step E</u></b>	<b><u>Monthly Salary, Step E</u></b>	<b><u>to General Fund</u></b>
\$13,885.67	\$14,583.33	\$8,371.92

## FISCAL IMPACT & FUNDING SOURCE(S)

The above recommendation has an increased annual impact on the General Fund of \$8,371.92.

## LEGAL REVIEW

This item does not require legal review.

## ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

## ATTACHMENTS

1. Resolution adopting proposed changes.

Reviewed/Approved: \_\_\_\_\_

**RESOLUTION 2024-**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE  
AMENDING THE NON-UTILITY POSITION CONTROL BUDGET AND SALARY  
SCHEDULE**

**WHEREAS**, the Position Control Budget (PCB) sets the authorized positions for the fiscal year; and

**WHEREAS**, on June 20, 2023, the City Council adopted Resolution 2023-24, adopting the Fiscal Year 2024 PCB and fixing the rate of compensation of regular full-time and part-time employees, City Councilmembers, and seasonal/temporary employees; and

**WHEREAS**, staff has identified a needed compensation adjustment to the City's established salary schedule.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Tulare, as follows, to wit:

**Section 1.** Resolution 2023-24 is hereby amended, adjusting the salary range for the position of Chief Financial Officer, salary code 1025, from \$11,423.79 - \$13,885.67 to \$11,997.75 - \$14,583.33.

**PASSED, APPROVED, AND ADOPTED** on this 6<sup>th</sup> day of February 2024.

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TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK

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By Melissa Hermann, Chief Deputy City Clerk



# Staff Report

**Meeting:** City Council

**Date:** February 6, 2024

**Item #: 7.6**  
**Consent**

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**Department:** Engineering Services - Engineering

**Submitted by:** Michael Miller, City Engineer

**Agenda Title:** Contract Approval for Project EN0102 – South K Street Improvements

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## RECOMMENDED ACTION

Authorize the City Manager to sign a contract with Peters Engineering Group of Clovis, CA in an amount not to exceed \$440,555 for topographic surveying, geotechnical analysis, design, bidding and construction support services for Project EN0102 (formerly EN2016-12), a pavement management system project on South K Street between the Olson Avenue alignment and Paige Avenue; authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% (\$44,056) of the contract award amount; and approve the project scope and budget.

## SUMMARY

This project is a pavement management system project on South K Street between the former Olson Avenue alignment and Paige Avenue. The project will reconstruct the street section and will include ADA compliance improvements to intersection curb returns and alley/sidewalk intersections that fall within the project limits. This segment of South K Street was the former Highway 99 alignment and still has substantial sections of the old concrete highway structural section buried under the existing asphalt concrete surface. Removal of the old concrete will likely be required to properly reconstruct the roadway. The need for the project was identified through the City's Pavement Management System and the review of the condition of the City's utility infrastructure. This project is included as a part of the City's 2023/2024 – 2027/2028 transportation and utility CIP program.

A Request for Qualifications (RFQ) for On-Call Engineering and Land Surveying Consultants was issued on October 20, 2020. Ten firms submitted all the necessary information to be considered for inclusion in a list of pre-approved consultants to provide these services. The proposals were reviewed and rated in accordance with the consultant selection procedures identified in the RFQ, and the top six firms were recommended for inclusion on the list of prequalified general engineering and land surveying consultants. On December 15, 2020, the City Council approved this list of six consultants.

Peters Engineering Group of Clovis, CA is included on the list of pre-qualified on-call Engineering consultants and demonstrated in their proposal that they have the skills, expertise, and resources available to meet the City's needs and timeframe to complete the design of this project. Peters Engineering Group has proposed to perform the necessary work for \$440,555. The proposed cost is in line with industry standards and falls within the amount budgeted for this work on this project.

In 2022, the City applied for and received \$2,800,000 of funding for the project through a federal Surface Transportation Block Grant Program application. The timeline for the grant specifies that project design occur during fiscal year 2023/2024, with construction to follow in

fiscal year 2024/2025. The City has requested that all STBGP funding be applied to the construction phase of the project, with design being funded entirely using gas tax revenues.

**FISCAL IMPACT & FUNDING SOURCE(S)**

EN0102-040-0202 Professional Services/Consultant

Fund 022 – Gas Tax (HUTA)      \$440,555

**LEGAL REVIEW**

None required at this time.

**ALTERNATIVE ACTION**

1. Approve with changes – Staff would incorporate any requested changes into the final letters of support.
2. Deny – Failure to award a design contract and complete the design of the project would result in the City being unable to meet funding deadlines associated with the STBGP Program, and subsequent loss of those funds.
3. Table – Delay in the award of a design contract for the project could result in the City being unable to meet funding deadlines associated with the STBGP Program, jeopardizing the City' funding allocation.

**ATTACHMENTS**

1. EN0102 Project Sheet
2. Peters Engineering Group Design and Construction Support Proposal

Reviewed/Approved: 

# ATTACHMENT 1

2023 - 2028 CIP      Transportation	
PROJECT #:	EN0102
South "K" Street Improvements	
(Capital)	
(Capital)	
District(s):	3

**PROJECT MANAGER:** Michael Miller

**PROJECT DESCRIPTION & PURPOSE:** Pavement Management System on South "K" Street between Olson Ave. and Paige Ave. Includes ADA Concrete work.

**KEY POINTS:** Critical Utility Infrastructure Improvements; Traffic safety; Relief from potential liability concerns; Compliance to the American Disabilities Act.

**PROJECT STATUS:** Pending

**PROJECTED START DATE:** 10/1/2024

**PROJECTED END DATE:** 6/30/2026

**FUTURE M & O:** N/A  
(Additional Cost & Department Responsibility)

**CRITERIA (1-8):** Criteria 7: Project addresses regulatory, safety, or environmental requirements that could threaten in whole or in part the City's ability to operate a core program or function at some future time if not replaced or repaired.

Costs Description	Fiscal Year							Total	Unfunded
	Prior Years	Remaining Year	2023/24	2024/25	2025/26	2026/27	2027/28		
<b>001 - Conceptual</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>002 - Preliminary Design</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>003 - Environmental</b>	\$0	\$0	\$36,500	\$0	\$0	\$0	\$0	\$36,500	\$0
0206 - Professional Services/Consultant	\$0	\$0	\$35,000	\$0	\$0	\$0	\$0	\$35,000	\$0
0210 - Attorney	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0230 - Property Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0996 - Project Management Time	\$0	\$0	\$1,500	\$0	\$0	\$0	\$0	\$1,500	\$0
<b>004 - Final Design</b>	\$0	\$0	\$470,555	\$0	\$0	\$0	\$0	\$470,555	\$0
0202 - Professional Services/Consultant	\$0	\$0	\$440,555	\$0	\$0	\$0	\$0	\$440,555	\$0
0996 - Project Management Time	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$25,000	\$0
0998 - Development Services Time	\$0	\$0	\$5,000	\$0	\$0	\$0	\$0	\$5,000	\$0
<b>005 - Construct/Implement</b>	\$0	\$0	\$0	\$7,024,970	\$0	\$0	\$0	\$7,024,970	\$0
0202 - Engineering	\$0	\$0	\$0	\$40,240	\$0	\$0	\$0	\$40,240	\$0
0203 - Construction Inspection	\$0	\$0	\$0	\$440,000	\$0	\$0	\$0	\$440,000	\$0
0205 - Labor Compliance	\$0	\$0	\$0	\$49,500	\$0	\$0	\$0	\$49,500	\$0
0224 - Surveyor	\$0	\$0	\$0	\$143,000	\$0	\$0	\$0	\$143,000	\$0
0601 - Construction Costs	\$0	\$0	\$0	\$5,500,000	\$0	\$0	\$0	\$5,500,000	\$0
0612 - Materials Testing	\$0	\$0	\$0	\$143,000	\$0	\$0	\$0	\$143,000	\$0
0996 - Project Management Time	\$0	\$0	\$0	\$201,200	\$0	\$0	\$0	\$201,200	\$0
0998 - Development Services Time	\$0	\$0	\$0	\$5,030	\$0	\$0	\$0	\$5,030	\$0
0999 - Contingency	\$0	\$0	\$0	\$503,000	\$0	\$0	\$0	\$503,000	\$0
<b>006 - Close Out</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Costs:</b>	\$0	\$0	\$507,055	\$7,024,970	\$0	\$0	\$0	\$7,532,025	\$0
<b>Funding Sources</b>									
Fund 021 - Measure R Local	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	\$0
Fund 022 - Gas Tax (HUTA)	\$0	\$0	\$507,555	\$1,891,070	\$0	\$0	\$0	\$2,398,625	\$0
Fund 025 - STBGP Funds	\$0	\$0	\$0	\$2,800,000	\$0	\$0	\$0	\$2,800,000	\$0
Fund 112 - Franchise Fee (Solid Waste)	\$0	\$0	\$0	\$1,333,400	\$0	\$0	\$0	\$1,333,400	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Funding:</b>	\$0	\$0	\$507,555	\$7,024,470	\$0	\$0	\$0	\$7,532,025	\$0
<b>G/L #'s:</b>									
<b>Notes:</b>	Approved by TMT on 3/25/2021. Awarded \$2,800,000 of Surface Transportation Block Grant (STBGP) funding. Revised 01/29/24.								





Mr. Michael Miller  
City of Tulare  
411 East Kern Avenue  
Tulare, California 93274

December 11, 2023

Subject: K Street Reconstruction, Tulare, California

Dear Mr. Miller:

Please find enclosed our proposed scope of services and fee for the subject project. Our understanding of the City's requirements for this scope of work is based on the application for funding for this project and City staff direction.

Thank you for the opportunity to provide you with this proposal. Please feel free to call me if you have any questions.

**PETERS ENGINEERING GROUP**

A handwritten signature in blue ink, appearing to read 'David Peters', is written over a light blue circular stamp.

David Peters, PE, TE  
Principal Engineer

Attachment: Exhibit "A" - Scope of Services  
Exhibit "B" - Project Exhibit  
Exhibit "C" - Fee Proposal

**Exhibit “A”**  
**SCOPE OF SERVICES**

**Civil Engineering Services for**  
**K Street Reconstruction**  
**Tulare, California**

**INTRODUCTION**

Peters Engineering Group (Consultant) will provide the City of Tulare (Client) with engineering services for the subject project as described herein. Consultant’s services will result in the preparation of plans, specifications, and estimate for the proposed improvements for Reconstruction of K Street from Paige Avenue to South of Olsen Avenue in Exhibit “B” and consisting of the following infrastructure:

- Removal of the existing roadway section, including the concrete roadway along the center line of K Street. This concrete road section has been overlaid with hot mix asphalt. The cracks from the damaged concrete roadway are reflecting up and through the HMA overlay. The rest of the street also has significant cracking. At least the existing HMA will be removed. Consultant will provide a geotechnical investigation as part of the below scope of work to assist in determining pavement strategies for the reconstruction efforts.
- Construct new street consisting of Hot Mix Asphalt and Class II Base Rock or other method as determined by prepared geotechnical reports and in coordination with City Staff. Minor curb and gutter improvements are expected to be needed.
- Construct new ADA-compliant ramps at intersection corners. There are approximately 17 locations that will need new ADA-compliant ramps.
- Coordination with Caltrans will be performed regarding the construction of intersection improvements at the International Agri-Center Way (Commercial) intersection. The timing of construction of the new International Agri-Center Way interchange with SR 99 will affect what improvements the project will be required to build and the timing of the construction of the improvements.
- This project is funded by a grant from Federal Highways Administration in conjunction with Caltrans Local Assistance. Consultant has experience processing projects with Caltrans Local Assistance and will assist Client with preparation of forms and coordination with both Local Assistance and the Tulare Council of Governments (TCAG).

**WORK TASKS**

The Consultant will provide the following work tasks:

**Task 100 - Preliminary Engineering**

**101 Project Coordination and Kickoff Meeting**

Consultant will attend a kickoff meeting with Client to discuss and coordinate expectations and objectives for the project. A field review will follow to review the project site.

## **102 Field Surveys and Mapping**

Consultant will perform a topographic and boundary survey of the existing features and right-of-way. The topographic survey will extend throughout the limits of the project and will be used to develop digital mapping for design of the proposed improvements. The boundary survey will verify existing right of way and be utilized in the design of new improvements as outlined below:

- Use RTK GPS to establish horizontal control points – assumed horizontal system.
- Run and adjust a level loop through survey control points – from City of Tulare benchmark(s).
- Gather topographic data using total station systems to ensure good vertical data at intersection returns.
- Cross-Sections for proposed streets at 100+ foot intervals (FL, CL, FL) with RTK GPS (+/- 0.1').
- Locate flowline at centerline of driveways with RTK GPS (+/- 0.1').
- Locate obvious uplifts of curb (not details, just location shot only).
- Locate and identify visible utilities in the street along with water meters behind the curb.
- Measure flow-line elevation and pipe size on SSMH and SDMH.
- Locate and tie in sufficient monumentation to calculate right-of-way lines of streets, and lot boundaries where right of way acquisition is expected.
- Locate and tie out monuments within the street with potential to be disturbed by this project.
- Verify existing right-of-way data.
- Provide electronic file of the survey in an AutoCAD compatible version.
- Prepare and file Corner Records for centerline monuments (estimated to be 10).

It is anticipated that the City's surveyor for construction will tie out existing monuments and create corner records as necessary.

## **103 Research Existing Underground and Overhead Utilities**

The location of existing underground and overhead utilities will be identified through available City and utility company record drawings and through the topographic survey. Utility companies will be contacted and a request for utility records will be made. Known existing underground utilities will be incorporated in digital topographic mapping and shown in both plan and profile on the construction documents. The City and any other agency affected by the project will be notified whether relocation or other mitigations are required. Preliminary plans will be distributed to affected agencies for assistance in utility coordination and possible relocation. While correspondence will be prepared by consultant, letters and other communications may need to be sent by City Staff to acquire the information for use by the Consultant.

## **104 Geotechnical Analysis**

Geotechnical Consultant will core and measure four (4) locations along the centerline of K Street to measure the existing pavement section. Additionally, thirteen (13) exploratory borings to evaluate the subsurface soil conditions along the alignment of the proposed street within the project area. Ten (10) of the exploratory boring will be advanced to depths of 3 feet and three (3) exploratory borings will be located near one side of the proposed street and



will be advanced to depths of 10 feet below the existing ground surface. Prior to drilling, the locations of the planned test borings will be marked, and Underground Service Alert (USA) will be contacted to locate and mark onsite utility lines in the vicinity of the planned test borings, if necessary. An encroachment permit will be submitted for review and approval by the Client. This encroachment permit will be a no fee permit. Since the work will be done in an open field or on the shoulder of an existing roadway, it is assumed that only limited traffic control (advance warning signs and some traffic cones) will be required, which can be set up by the Consultant. During drilling operations, penetration tests will be performed at regular intervals to evaluate the soil consistency and to obtain information regarding the engineering properties of the subsoils. At each boring location the pavement section will be measured, and soil samples will be obtained for laboratory testing and reference purposes. The soils encountered will be continuously examined and visually classified in accordance with the Unified Soil Classification System. The boreholes will be backfilled with soil and, if necessary, with aggregate base, and capped with asphalt cold patch to match the thickness of the existing asphalt. All fieldwork will be done under the direction of a Civil or Geotechnical Engineer.

Laboratory testing will be dependent on the results of the field-testing and sampling program, as well as consideration of the design and construction involved with this project. Sand equivalency, dry density determinations, moisture contents, sieve analysis tests, direct shear tests, sand equivalent tests, R-value tests, and tests to evaluate the corrosion potential will be performed to evaluate relevant geotechnical properties of the soils within the project area. The results of the field exploration, laboratory testing, and engineering analysis will be presented in a formal report.

#### **105 Preliminary Roadway, Drainage, and Ramp Designs**

Consultant will prepare initial geometric plans for the proposed street improvements along the entire alignment. Roadway impacts and constraints will be identified. The plans will identify the location of proposed ADA ramps, existing driveway locations, proposed sidewalk and future curb and gutter design.

#### **106 Design Criteria Confirmation**

Consultant will prepare a preliminary design criteria which will confirm City expectations for design of the improvements, including pipe slope, minimum pipe cover, minimum separation of utilities, pipe sizing and type, pavement design, and construction scheduling. The criteria will be presented and discussed at both the project kick-off meeting and the preliminary design/30% meeting with City Staff. Discussion and decisions will be made regarding various design components including utility relocation, design constraints/issues, and a recommendation which will be based on a determination from the Client and the Consultant. This information will be continuously updated throughout the entirety of the design phase of the project.

#### **107 30% Plans Submittal & Estimate**

Consultant will prepare thirty percent (30%) plans including preliminary roadway city utility, signal and lighting designs. Plans will be developed in AutoCAD 2021, or a version acceptable to the City. A digital copy and a preliminary cost estimate will be submitted for City review. Copies of the 30% plans will be distributed to affected utility companies for use in design of relocations. Hard copies can be prepared at the request of the City.

## **Task 200 - Construction Documents**

### **201 Agency Coordination**

Consultant will coordinate final design of the project with Caltrans and other stakeholders affected by the project. Permit requirements will be determined and prepared as necessary and delivered to the City of Tulare for submittal to various agencies. There is anticipated coordination with Caltrans for the International Agri-Center Way interchange construction and with Local Assistance for funding allocation for construction. This will include preparation of a Right of Way Certification and a Request for Allocation of Construction Funding.

### **202 Preliminary PS&E (95%)**

Thirty percent (30%) PS&E review comments received from the City will be addressed and incorporated into the 95% PS&E. The 95% PS&E will be submitted in pdf format for City review. Peters Engineering Group will meet with City personnel to discuss any final revisions.

### **203 Final PS&E (100%)**

Ninety-five percent (95%) PS&E review comments received from the City will be addressed and incorporated into the one hundred percent (100%) PS&E. The 100% PS&E will be submitted in pdf format for City review. Peters Engineering Group will meet with City personnel to discuss any final revisions.

### **204 Construction Documents**

One hundred percent (100%) PS&E review comments received from the City will be addressed and incorporated into the final construction documents.

Specifications will be prepared in Microsoft Word 2013 or newer.

Electronic copies of the plans, original specifications, and estimates will be submitted to the City. Construction documents will be stamped and signed by a registered civil engineer.

Hard copies of files of all construction documents will be available as requested by the City.

### **205 Bidding Coordination and Support**

Consultant will review and respond to requests for information (RFI's) during the bidding portion of the project and will be responsible for assisting with soliciting of bids for the project. This will include preparation of advertisement and printing and distribution of plans, specifications, and addendums during the bid process. Specifications will be prepared in an electronic word processing program compatible with City software.

## **Task 300 - Construction Phase Services**

### **301 Construction Support**

Consultant will review submittals during construction. Consultant will review and respond to requests for information (RFI's) during the construction portion of the project. It is anticipated that, due to the nature of the project, coordination will be extensive due to the

number of existing facilities that will be affected. Five site visits during construction are included in this scope. If an addendum or if significant addition review is required due to a change in the scope of work, or if more than five visits will be required, then it will be regarded as additional services. This phase will be billed at time and materials, not to exceed the budget in Exhibit C.

#### **CLIENT'S DUTIES AND RESPONSIBILITIES**

The Client shall:

- a) Provide all criteria and full information concerning Client's requirements for the project.
- b) Provide Consultant with plans indicating the locations, types, and sizes of existing improvements. City of Tulare has provided the approved master plans for City water, sewer, and storm drain. City Staff will call for USA of the project prior to topographic survey. Potholing for existing elevations of gas lines for conflicts will be provided by City Staff. Verification of sewer service locations and condition of existing manholes will be provided by City Staff.
- c) Provide an arborist, as necessary.
- d) Give prompt notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.
- e) At Client's discretion, authorize and direct Consultant to provide necessary Additional Services.
- f) Negotiate and acquire necessary Right-of-Way using the legal descriptions and exhibits provided by the Consultant.
- g) Pay for any outside agency permits.
- h) Provide environmental clearance.
- i) Provide Construction Surveying Services, including ties to existing survey monuments and corner records.

#### **ADDITIONAL SERVICES**

The Client may, at its sole discretion, request that Consultant perform Additional Services. Both parties, prior to proceeding with these services, shall execute a written amendment to this Agreement.

Additional services will be required if Consultant is to perform services not specifically described herein. Additional services will be required if additional project alternatives will be requested, including assistance with acquisition of right of way. Additional Services will be required if Consultant is required to attend additional meetings not identified in this scope of work, including but not limited to project design team, public hearings, planning commission meetings, and city council meetings. Additional Services will be required if Eminent Domain proceedings should be required to acquire parcels. Additional Services will be required if Consultant is required to attend weekly meetings during the construction phase.

#### **RIGHT TO RELY**

Consistent with the professional standard of care, Consultant shall be entitled to rely upon the accuracy of data and information provided by the Client or others without independent review or evaluation unless specifically required in the Scope of Services.

## **COMPENSATION**

Consultant's fee for the services described herein shall be a lump sum by task in accordance with Exhibit "C" and billed to the Client monthly on a percent-complete basis.

## **SCHEDULE**

The anticipated start for the project is January 15th, 2024. During the months of January and February 2024, Tasks 102 through 104 will be performed. A design kick-off meeting will be scheduled during February 2024. Submittal of the 30% design plans and estimate will be the first week of May, with the review meeting scheduled for the third week of May. Ninety-five percent design plans, estimates and specifications will be submitted the second week of July, with a review meeting scheduled for the fourth week of July. The 100% plans will be submitted the third week of August, with the final Construction Documents ready for submittal to Caltrans Local Assistance for funding allocation in October 2024.





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**PETERS ENGINEERING GROUP**  
A CALIFORNIA CORPORATION

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**EXHIBIT "C"**

**HOURLY RATE SCHEDULE**  
(Effective 1/1/24 to 12/31/24)

<u>CLASSIFICATION</u>	<u>RATE</u>
Principal Civil Engineer	\$215/hr
Senior Civil Engineer	\$205/hr
Civil Engineer	\$185/hr
Land Surveyor	\$165/hr
Staff Engineer	\$160/hr
Draftsperson/Technician/Inspector	\$120/hr
Clerical	\$90/hr
Litigation Support	\$500/hr

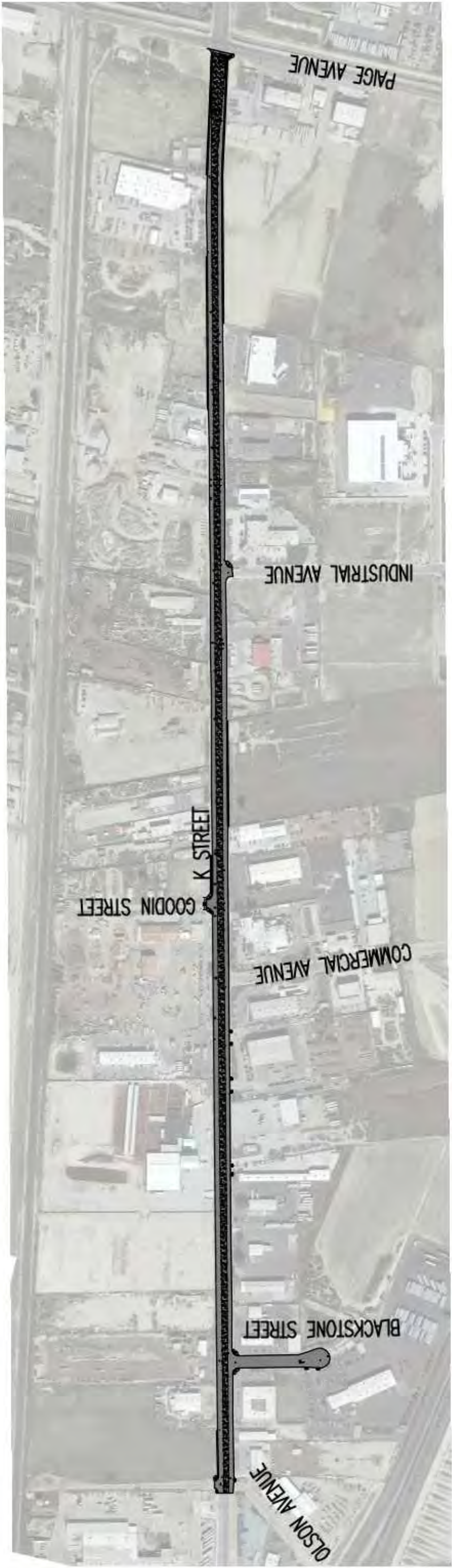
**REIMBURSABLES SCHEDULE**  
(Effective 1/1/24 to 12/31/24)

<u>DESCRIPTION</u>	<u>RATE</u>
Mileage	\$0.68/mile
Travel Subsistence	Actual Cost + 10%
Postage	Actual Cost + 10%
Reproduction	Actual Cost + 10%
Subconsultant	Actual Cost + 10%

Work requiring an accelerated schedule is subject to a 25% labor surcharge. Peters Engineering Group will furnish monthly billing for work performed in accordance with previously authorized fees and the above fee schedule. Payments shall be due upon presentation and no later than 30 days from the date of original invoice. Finance charges will apply to unpaid balances.



Exhibit "B"



K STREET  
ROAD RECONSTRUCTION  
TULARE, CALIFORNIA



SCALE: 1"=500'

**City of Tulare, K Street Reconstruction  
Engineering Fee Proposal  
Exhibit "C"**

Task	Description	Person-Hours					Geotech	Other Direct Costs	Total
		Principal Engineer @ \$215 /hr	Senior Civil Engineer @ \$205 /hr	Staff Engineer @ \$160 /hr	Clerical @ \$90 /hr	Surveyor			
100	PRELIMINARY ENGINEERING								
101	Initial Project Coordination and Kick-off Meeting	10	24	10	8			\$150	\$9,540
102	Topographic Survey	4	24	70	2	\$48,000		\$50	\$65,210
103	Utility Research & Coordination	2	12	40	20			\$50	\$11,140
104	Geotechnical Engineer Report and Analysis	2	16	10	4		\$14,000	\$50	\$19,720
105	Preliminary Roadway, Drainage and Ramp Design	6	48	150	2			\$150	\$35,460
106	Design Criteria Confirmation	8	32	40	4			\$50	\$15,090
107	30% Plans and Estimate & Review Meeting	12	80	190	4			\$250	\$49,990
Total Task 100 Hours		44	236	510	44	\$48,000	\$14,000	Total = \$206,150	
200	CONSTRUCTION DRAWINGS/FINAL PS&E								
201	Agency Coordination	10	70	20	54			\$250	\$24,810
202.1	Prepare 95% Cross Sections	4	40	120				\$50	
202.2	Prepare 95% Street Plan and Profiles	4	32	100				\$50	
202.3	Prepare 95% Construction Details	4	24	50				\$50	
202.4	Prepare 95% Specifications	4	40	40	20			\$75	
202.5	Prepare 95% Construction Cost Estimate	4	24	40				\$50	
202	Prepare 95% Plans, Specifications, and Estimate (total) & Design Review Meeting	20	160	350	20	\$0	\$0	\$275	\$95,175
203	Prepare 100% Plans, Specifications, and Estimate & Design Review Meeting	8	60	100	8			\$200	\$30,940
204	Construction Documents	12	60	60	8			\$200	\$25,400
205	Bidding Coordination and Support	4	60	24	12			\$200	\$18,280
Total Task 200 Hours		54	410	554	102	\$0	0	Total = \$194,605	

Task	Description	Person-Hours						Other Direct Costs	Total
		Principal Engineer @ \$215 /hr	Senior Civil Engineer @ \$205 /hr	Staff Engineer @ \$160 /hr	Clerical @ \$90 /hr	Surveyor	Geotech		
300	CONSTRUCTION SUPPORT								
301	Construction Support	24	120	48	24			\$200	\$39,800
Total Hours		24	120	48	24	0	0	Total = \$39,800	
Total Hours		122	766	1112	170	\$48,000	\$14,000	Grand Total = \$440,555	



# Staff Report

**Meeting:** City Council

**Date:** February 6, 2024

**Item #: 7.7**  
**Consent**

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**Department:** Fire

**Submitted by:** Michael Ott, Fire Chief

**Agenda Title:** Renewal of Fresno City College Instructional Service Agreement

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## RECOMMENDED ACTION

Authorize the City Manager or designee to renew the Fresno City College Instructional Service Agreement with the City of Tulare Fire Department effective May 1, 2024 through April 30, 2029.

## SUMMARY

The City of Tulare Fire Department (TFD) entered into an agreement with Fresno City College (FCC) in March of 2021. This agreement provides courses, instructors, facilities, and support services for approved courses from FCC. TFD provides classroom space for students, and instructors, equipment, and training grounds if classes are onsite at TFD to support learning objectives. The agreement outlines that FCC shall pay TFD 60% each academic year of the state apportionment earned to eligible instructional Full-Time Equivalent Student hours. TFD is bound by this agreement to use funds received for educational and training related purposes only.

Since the inception of this agreement, TFD has been able to upgrade and repair both training facilities located at Fire Station 61 & 63 utilizing the funds received from FCC. To date, TFD has earned approximately \$100,000 over the last three years and has spent 90% thus far on training facility enhancements, new training equipment, courses, and future improvements in training. There are several fire departments in the area who partner with FCC for this same purpose.

The new agreement will start on May 1, 2024, and be effective until April 30, 2029. This is a great partnership between TFD and FCC as it reduces City taxpayer burden by allowing TFD to expend these funds to repair, upgrade, and build new training facilities and props which is critical to TFD operational readiness at no cost to the City.

## FISCAL IMPACT & FUNDING SOURCE(S):

There is no fiscal impact associated with this action.

## LEGAL REVIEW:

Legal review has been completed.

## ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

## **ATTACHMENTS**

1. City of Tulare Fire Department Master ISA Agreement

Reviewed/Approved: 





## INSTRUCTIONAL SERVICE AGREEMENT FRESNO CITY COLLEGE & CITY OF TULARE FIRE DEPARTMENT

This Agreement is made and entered into between Fresno City College (FCC), a college of the State Center Community College District (SCTCD), and **CITY OF TULARE FIRE DEPARTMENT (TFD)**, together known as "the parties".

### WITNESSETH

WHEREAS, FCC is authorized by the California Education Code ("Education Code") and Title 5 of the California Code of Regulations ("Title 5"), to conduct Contract Instruction, Assessment and Counseling Services to serve community needs; and

WHEREAS, **TFD** desires to contract with FCC to provide educational services to its in-service personnel as set forth herein; and

WHEREAS, the parties mutually desire cooperation of the parties to provide quality instruction and training to meet community needs, as set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, FCC and **TFD** mutually agree as follows:

#### Section 1. RESPONSIBILITIES OF FCC

- a. FCC shall offer approved courses to meet educational needs and requirements of the **TFD** in-service personnel (all class participants are in-service personnel and shall hereafter be referred to as "students"). Such courses shall be approved by **TFD**.
- b. FCC shall provide a faculty coordinator to work with **TFD**. Said faculty coordinator shall act as the **TFD** co-instructor for all FCC affiliated educational courses. Under no circumstances, however, shall the faculty coordinator have authority over the remaining operations of **TFD**, including but not limited to, personnel issues concerning **TFD** employees, operational budget, or the use, maintenance, or scheduling of **TFD** facilities.
- c. FCC and **TFD** will mutually ensure ancillary and support services are provided for the students (e.g. Counseling, Guidance, & Placement Assistance).
- d. FCC shall assist **TFD** in registration and other support services to students to adequately manage and control the college's course offerings.
- e. FCC shall approve selection of instructors and evaluate the quality of instruction to ensure that it meets the needs of the students and the accreditation requirements of FCC. FCC shall have the primary right to control and direct the instructional activities of all instructors.
- f. FCC shall ensure that course offerings meet all appropriate requirements of the Education Code and Title 5.
- g. FCC shall consult **TFD** on any revisions to existing FCC courses designed for the **TFD** program, initiation of new courses, or any other changes, to ensure the quality of educational services and to meet the needs of **TFD**.



- h. FCC shall provide the use of its facilities and equipment free of charge for use by the **TFD**, on an as-needed, space available basis for Instructional Service Agreement (ISA) partner programs. FCC shall attempt to provide use of said facilities and equipment during normal business hours.
- i. FCC shall demonstrate control and direction through such actions as: providing the instructor of record an orientation, instructor's manual, Title 5 course outlines, curriculum materials, testing and grading procedures and any other materials and services it would provide its adjunct instructors on campus.
- j. By signing this Agreement, FCC certifies it does not receive full compensation for direct education costs of the course from any public or private agency, individual or group.
- k. FCC has the primary right and responsibility to control and direct the activities of the instructors furnished by **TFD** while they are performing services under the term of this Agreement.

## **Section 2. RESPONSIBILITIES OF TFD**

- a. **TFD** shall provide classroom space for use as off-campus sites by FCC, free of charge for Instructional Service Agreement (ISA) courses.
- b. **TFD** shall provide instructors, equipment, materials, day-to-day management support, and all other related overhead necessary to conduct FCC's ISA courses.
- c. **TFD** shall cooperate with FCC to ensure all personnel, equipment, and materials used in carrying out its responsibilities under this Agreement conform to Education Code and Title 5 mandated standards governing instructional programs, including minimum qualifications for instructors.
- d. **TFD** shall use the money received as compensation for services under this Agreement for educational and training related purposes as they relate to public safety training programs.
- e. A tuition fee of \$46/unit for all **TFD** members enrolled in ISA courses shall be deducted from the gross revenue amount.
- f. An off-site health fee of \$13 per semester will be waived if students are covered by workers' compensation insurance through their employment with **TFD**. If **TFD** fails to provide evidence of workers' compensation coverage, then the off-site health fee will be deducted from the gross revenue for all registered **TFD** members. **TFD** affirms that their workers' compensation coverage is current, active, and will be maintained throughout the term of this agreement. Prior to the commencement of each annual term of this agreement, **TFD** shall deliver to the District Representative a Certificate of Insurance evidence of workers' compensation coverage.
- g. Records of student attendance and registration shall be submitted by **TFD** to FCC regularly and then maintained by FCC. Records will always be open for review by officials of the college and submitted on a schedule developed by FCC, no later than July 1<sup>st</sup> annually (see Appendix A).
- h. By signing this Agreement, **TFD** certifies the training facility is open to the public and the instructional activities agreed upon herein will not be fully funded by other sources.

## **Section 3. PAYMENT FOR SERVICES**

- a. In consideration of the services provided herein, FCC shall pay **TFD** 60% each academic year (July 1<sup>st</sup> through June 30<sup>th</sup>) of the state apportionment earned due to eligible instructional Full-Time Equivalent Student (FTES) hours (see Appendix B).
- b. Above hours shall not exceed 50,000 Student Instructional Hours (contact hours) per academic year during academic years when the California Community College Chancellor's Office (CCCCO) implements apportionment caps



for its colleges. Notice will be provided to **TFD** no later than October 30<sup>th</sup> annually if CCCCCO apportionment caps are in place for the upcoming academic year.

c. **TFD** shall submit to FCC an invoice for all mutually agreed upon instructional FTES hours provided under this Agreement. FCC shall pay **TFD** the agreed contract price within the agreed upon timeline for the fiscal year, to be established by no later than July 1<sup>st</sup> annually (see Appendix C). Any adjustments to the fiscal year timeline must be presented a minimum of forty-five (45) days prior to the end of any given course section.

d. Instructional FTES hours are defined as those hours reported on SCCC's CCFS-320 Report, California Community Colleges Apportionment Attendance Reports, which are subject to audit by SCCC's independent auditor and the California Community Colleges Chancellor's Office.

#### **Section 4. INDEMNIFICATION**

a. FCC agrees to indemnify, save, hold harmless, and at **TFD's** request, defend **TFD**, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to **TFD** in connection with the performance, or failure to perform, by FCC, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of FCC, its officers, agents, or employees under this Agreement.

b. **TFD** agrees to indemnify, save, hold harmless, and at FCC'S request, defend the FCC, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to FCC in connection with the performance, or failure to perform, by **TFD**, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of **TFD**, its officers, agents, or employees under this Agreement.

c. In the event of concurrent negligence on the part of FCC or any of its officers, officials, employees, agents or volunteers, and **TFD** or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

d. This section shall survive expiration or termination of this Agreement.

#### **Section 5. INDEPENDENT CONTRACTOR**

a. In performance of the work, duties, and obligations assumed by FCC under this Agreement, it is mutually understood and agreed that FCC, including all of FCC's officers, agents, and employees will always be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **TFD**. Furthermore, **TFD** shall have no right to control or supervise or direct the manner or method by which FCC shall perform its work and function. However, **TFD** shall retain the right to administer this Agreement to verify that FCC is performing its obligations in accordance with the terms and conditions thereof.

b. FCC and **TFD** shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters subject thereof.

c. Because of its status as an independent contractor, FCC shall have no right to employment rights and benefits available to **TFD** employees. FCC shall be solely liable and responsible for providing to, or on behalf of, its employees with all legally required employee benefits. In addition, FCC shall be solely responsible and save **TFD** harmless from all matters relating to payment of FCC's employees, including compliance with Social Security withholding and all other



regulations governing such matters. It is acknowledged that during the term of this Agreement, FCC may be providing services to others unrelated to **TFD** or to this Agreement.

## Section 6. INSURANCE

a. Each party shall insure its activities in connection with this Agreement and always maintain insurance with coverage and limit amounts reasonably necessary to protect itself against injuries and damages arising from the acts or omissions caused by each party, their respective Boards, officers, employees, and agents in the performance of this Agreement. This insurance requirement may be satisfied through a program of self-insurance, or insurance coverage afforded to public entities through a Joint Powers Authority (JPA) risk pool.

b. Without limiting the **TFD** right to obtain indemnification from FCC or any third parties, FCC, at its sole expense, shall maintain in full force and effect, the following insurance policies, or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

I. Commercial General Liability - Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. **TFD** may require specific coverage including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability, or any other liability insurance deemed necessary because of the nature of this Agreement.

II. Automobile Liability - Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damage. Coverage should include any auto used in connection with this Agreement.

III. Professional Liability - If FCC employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. FCC agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

IV. Worker's Compensation - A policy of Worker's Compensation insurance as may be required by the California Labor Code.

V. Molestation - Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

c. Additional Requirements Relating to Insurance

FCC shall obtain endorsements to the Commercial General Liability insurance naming the **TFD**, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by **TFD**, its officers, agents, and employees shall be excess only and not contributing with insurance provided under FCC's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days' advance written notice given to **TFD**.

FCC hereby waives its right to recover from **TFD** its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. FCC is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but FCC's waiver of subrogation under this paragraph is effective whether FCC obtains such an endorsement.



Within thirty (30) days from the date FCC signs and executes this Agreement, FCC shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **TFD** stating that such insurance coverage have been obtained and are in full force; that the **TFD** its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the **TFD** its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by **TFD**, its officers, agents and employees, shall be excess only and not contributing with insurance provided under FCC's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to **TFD**.

In the event FCC fails to always keep in effect insurance coverage as herein provided, **TFD** may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such an event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

## **Section 7. MISCELLANEOUS PROVISIONS**

- a. If any provisions of this Agreement are found to be, or become, contrary to applicable law or regulations, or court decisions, FCC and **TFD** agree that the Agreement shall be renegotiated as it relates to said provision, and the remainder of the Agreement shall remain in full force and effect.
- b. Term and Termination. The term of this Agreement shall start on May 1, 2024, or upon date of full execution of the agreement if it is after May 1, 2024, and terminate on April 30, 2029. Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, upon written notice given to the other party at least thirty (30) days prior to the end of the term in which classes are currently in session. In the event of such termination, each party shall fully pay and discharge all obligations accruing to the other party up to and including the date of termination. Neither party shall incur any additional liability to the other by reason of such termination.
- c. Either party hereto maintains the right to cancel services prior to the beginning of each course at no cost to either party to this Agreement.
- d. Nondiscrimination. To the extent required by controlling federal, state and local law, the parties shall not employ discriminatory practices in the provision of services, course instruction, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- e. This Agreement supersedes all other agreements, oral or written, between the parties hereto with respect to the use of the aforesaid facilities or services and contains all covenants and agreements between the parties with respect hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification to this Agreement shall be effective only if it is in writing and signed by the **TFD** and FCC in the form of an Amendment to this Agreement.
- f. Compliance with Law. In providing the services required under this Agreement, FCC shall always comply with all applicable laws of the United States, the State of California, the County of Fresno, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.



g. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno, California.

h. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

i. **No Third-Party Beneficiaries.** The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

j. **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

k. **Notice or correspondence required by this Agreement shall be delivered personally or by United States mail as follows:**

<b>Fresno City College, First Responder Campus</b>	<b>CITY OF TULARE FIRE DEPARTMENT</b>
<b>Director Peter Cacossa</b>	<b>MICHAEL OTT, FIRE CHIEF</b>
<b>3300 East North Avenue</b>	<b>411 EAST KERN AVENUE</b>
<b>Fresno, CA 93725</b>	<b>TULARE, CA 93274</b>

l. The specific course(s) covered under this Agreement are described in the attached Appendix D and are incorporated herein by this reference.

m. **TFD** shall provide FCC with a request to add existing course(s) or sections with a minimum of 45 days advanced notice to FCC prior to the class start date. Each additional course of instruction shall require a written agreement to offer the course signed by the agency signatory or his or her designee as well as the FCC Vice President of Instruction or designee. The course details must be set forth in writing as with the course(s) listed in Appendix D and will become attachments to this Agreement.

n. **Electronic Signatures:** The parties agree that this Agreement may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example, PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

o. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on the parties according to its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno, California to be effective upon the date of full execution of the contract.

AGENCY NAME:	CITY OF TULARE FIRE DEPARTMENT
AGENCY SIGNATORS:	
NAME & TITLE:	MICHAEL OTT, FIRE CHIEF
DATE:	
ATTEST:	
NAME & TITLE:	
DATE:	
	APPROVED AS TO LEGAL FORM:
NAME & TITLE:	
DATE:	

AGENCY NAME:	Fresno City College, a college of the State Center Community College District
AGENCY SIGNATORS:	
NAME & TITLE:	W. Andy Dunn, Interim Vice Chancellor of Finance and Administration
DATE:	
ATTEST:	
NAME & TITLE:	Dr. Robert Pimentel, Fresno City College President
DATE:	
	APPROVED AS TO LEGAL FORM:
NAME & TITLE:	Kristen Corey, General Counsel, State Center Community College District
DATE:	



## **APPENDIX A**

### **Projected Student Attendance & Registration Records Schedule for 2024-2025**

1. Training Hours & Student Applications Agency Cut Off Date on the last Friday of each month:
  - a. Friday, July 26, 2024
  - b. Friday, August 30, 2024
  - c. Friday, September 27, 2024
  - d. Friday, October 25, 2024
  - e. Friday, November 29, 2024
  - f. Friday, December 27, 2024
  - g. Friday, January 31, 2025
  - h. Friday, February 28, 2025
  - i. Friday, March 28, 2025
  - j. Friday, April 25, 2025
  - k. Friday, May 30, 2025
  - l. Friday, June 27, 2025
2. Due date to FCC AJ or FIRET program staff is first Friday of the following month:
  - a. Friday, July 5, 2024
  - b. Friday, August 2, 2024
  - c. Friday, September 6, 2024
  - d. Friday, October 4, 2024
  - e. Friday, November 1, 2024
  - f. Friday, December 6, 2024
  - g. Friday, January 3, 2025
  - h. Friday, February 7, 2025
  - i. Friday, March 7, 2025
  - j. Friday, April 4, 2025
  - k. Friday, May 2, 2025
  - l. Friday, June 6, 2025
3. Deadlines for Any Final Student Applications and Unresolved Academic and/or Financial Holds for the Section:
  - a. Friday, May 24 or 31, 2024
  - b. Friday, November 22 or 29, 2024
  - c. Friday, May 23 or 30, 2025

A new schedule will be sent out every year no later than July 1<sup>st</sup> for all subsequent contract years, including 2025-2026, 2026-2027, 2027-2028, and 2028-2029.

## APPENDIX B

### FCC Payment Split with Agency

Fire Agencies - Payment is based on the number of FTES (Full-Time Equivalent Student) generated by the training hours submitted. One FTES is equal to 525 contact hours, which are 50-minute hours. To calculate the number of FTES that the agency is paid for, we take the number of training hours and convert that into the number of contact hours (50-minute hours). We then divide that number by 525 to get the total number of FTES. The State of California pays an apportionment rate per FTES. We split that with the agency 60/40.

Fire Agency Example:

Total Agency Training Hours	Trainings Hours to Contact Hours	Contact Hours to FTES	FTES to Apportionment
1000	$1000 \times 60 / 50 = 1200$	$1200 / 525 = 2.28$	$2.28 \times (\$4840 \times 60\%) = \$6,621.12$ (gross revenue)

Fire agency students are awarded college units based on the number of training hours they complete. Units are calculated by converting the training hours into contact hours, and the contact hours into units. There are 54 contact hours in one unit. Units are always rounded down.

Total Training Hours to Contact Hours	Contact Hours to Total Units	Units to Registration Fees	Gross Revenue – Registration Fees = Net Revenue
$100 \times 60 / 50 = 120$	$120 / 54 = 2.22$ rounded to 2.00	$2.00 \times \$46.00 = \$92.00$	$\$6,621.12 - \$92.00 = \$6,529.12$

Police Agencies - Payment is based on the number of units completed by students taking ISA courses. Each ISA course has a unit value. Units are converted into contact hours, and contact hours are converted to FTES. One unit equals 54 contact hours, and there are 525 contact hours in one FTES.

Police Agency Example:

Total Agency Training Units	Training Units to Contact Hours	Contact Hours to FTES	FTES to Apportionment
100	$100 \times 54 = 5400$	$5400 / 525 = 10.28$	$10.28 \times (\$4840 \times 60\%) = \$29,853.12$ (gross revenue)

Units to Registration Fees	Gross Revenue – Registration Fees = Net Revenue
$100 \times \$46.00 = \$4,600$	$\$29,853.12 - \$4,600 = \$25,253.12$

The apportionment amount changes annually and is based on the state budget. The amount is available on the California Community College Chancellor's Office website.



## **APPENDIX C**

### **Section Schedules and Processing Timeframes for 2024-2025 and 2025-2026**

#### **AJ and FIRET:**

- November 25, 2023-June 14, 2024 (All AJ & FIRET)
- May 25, 2024-December 13, 2024 (All AJ & FIRET)
- November 22, 2024-June 13, 2025 (All AJ & FIRET)
- May 23, 2025-December 12, 2025 (All AJ & FIRET)
- November 21, 2025-June 12, 2026 (All AJ & FIRET)

#### **Paramedics ONLY:**

- April 1, 2024-December 13, 2024 (FIRET-136 Only)
- March 31, 2025-December 12, 2025 (FIRET-136 Only)
- July 3, 2023-June 30, 2024 (Paramedic ONLY – Class 58)
- January 2, 2024-December 31, 2024 (Paramedic ONLY – Class 59)
- January 2, 2024-June 28, 2024 (Paramedic ONLY – Class 60)

### **Projected Timelines for 2024-2025 Submission of Applications and Hours, Registration and Grades, as well as 320 Reports, Invoicing, and Payments per section**

#### **AJ & FIRET Section Dates:**

**SUMMER 2024: 11/25/23-6/14/24**

- Training Hours Cut Off for Agency: 5/24/24
- Training Hours Submitted by Agency: 5/31/24
- Yellow Apps (ISA Sr. Program Specialist): 6/3/24-6/7/24
- Registrations (ISA Sr. Program Specialist): 6/10/24-6/12/24
- Positive Attendance Forms (A&R): 6/13/24-6/14/24
- Grades & Attendance Entered (ISA Faculty Coordinator): 6/13/24-6/17/24 by noon
- Due to DO: 6/28/24
- 320 Report Submitted: 7/19/24
- A&R Send 320 Report to FCC Academy Director: 7/26/24
- FCC Academy Director Confirms and Authorizes Invoice Amounts per Agency: 8/2/24
- Agency Submit Invoice to FCC Academy Director: 8/9/24
- FCC Sends Invoice for Payment: 8/16/24
- SCCC Sends Check to Agency: 8/26/24-9/6/24

#### **SPRING 2025: 5/25/24-12/13/24**

- Training Hours Cut Off for Agency: 11/22/24
- Training Hours Submitted by Agency: 11/29/24
- Yellow Apps (ISA Sr. Program Specialist): 12/2/24-12/6/24
- Registrations (ISA Sr. Program Specialist): 12/9/24-12/11/24
- Positive Attendance Forms (A&R): 12/12/24-12/13/24
- Grades & Attendance Entered (ISA Faculty Coordinator): 12/13/24-12/16/24 by noon
- Due to DO: 12/27/24
- 320 Report Submitted: 1/17/25
- A&R Send 320 Report to FCC Academy Director: 1/24/25
- FCC Academy Director Confirms and Authorizes Invoice Amounts per Agency: 1/31/25
- Agency Submit Invoice to FCC Academy Director: 2/7/25
- FCC Sends Invoice for Payment: 2/14/25
- SCCC Sends Check to Agency: 2/17/25-2/28/25

## **APPENDIX C – CONTINUED**

### **SUMMER 2025: 11/22/24-6/13/25**

- Training Hours Cut Off for Agency: 5/23/25
- Training Hours Submitted by Agency: 5/30/25
- Yellow Apps (ISA Sr. Program Specialist): 6/2/25-6/6/25
- Registrations (ISA Sr. Program Specialist): 6/9/25-6/11/25
- Positive Attendance Forms (A&R): 6/12/25-6/13/25
- Grades & Attendance Entered (ISA Faculty Coordinator): 6/12/25-6/16/25 by noon
- Due to DO: 6/27/25
- 320 Report Submitted: 7/18/25
- A&R Send 320 Report to FCC Academy Director: 7/25/25
- FCC Academy Director Confirms and Authorizes Invoice Amounts per Agency: 8/1/25
- Agency Submit Invoice to FCC Academy Director: 8/8/25
- FCC Sends Invoice for Payment: 8/15/25
- SCCC Sends Check to Agency: 8/25/25-9/6/25

### **PARAMEDIC Section Dates:**

- Student Names & IDs from Agency: 10 business days prior to the start of the section
- Registrations (Sr. Program Specialist): 5 business days prior to the start of the section
- Training Hours Cut Off for Agency: Last day of the section
- Training Hours Submitted by Agency: Last day of the section
- Positive Attendance Forms (A&R): within 2 business days of the end of the section
- Grades & Attendance Entered (ISA Coordinator): within 3 business days of the end of the section
- 320 Report Submitted: 7/19/24, 1/17/25, 7/18/25, or 1/16/26
- A&R Send 320 Report to FCC Academy Director: 7/26/24, 1/24/25, 7/25/25, or 1/23/26
- FCC Academy Director Confirms and Authorizes Invoice Amount: 8/2/24, 1/31/25, 8/1/25, or 1/30/26
- Agency Submit Invoice to FCC Academy Director: 8/9/24, 2/7/25, 8/8/25, or 2/6/26
- FCC Sends Invoice for Payment: 8/16/24, 2/14/25, 8/15/25, or 2/13/26
- SCCC Sends Check to Agency: 8/26/24-9/6/24, 2/24/25-3/7/25, 8/25/25-9/5/25, or 2/23/26-3/6/26

A new schedule will be sent out every year no later than July 1<sup>st</sup> for all subsequent contract years, including 2025-2026, 2026-2027, 2027-2028, and 2028-2029.



## APPENDIX D - FIRE

### FRESNO CITY COLLEGE ISA COURSE OUTLINE

#### AGENCY: AGENCY NAME

This course is presented under the ISA contract between Fresno City College and the fire agency pursuant to the terms of said contract. The parties agree to offer the course described herein, under the same terms and conditions as set forth in said contract.

**COURSE TITLE:** Advanced Firefighter Continuing Education – Effective Spring 2021  
**COURSE NUMBER:** [FIRET-233](#)  
**COURSE HOURS:** 9.00 - 80.1  
**UNITS:** 0.10 - 1.0

#### DESCRIPTION:

Satisfies annual mandatory continuing education requirements of local Fire Agencies, Fresno County Health Department, the California State Fire Marshal's Office, and appropriate sections of the California Code of Regulations; may be offered in seminar, lecture, and/or lab format; specific course deliver method to be determined by each respective agency.

#### LEARNING OUTCOMES AND OBJECTIVES

##### Course Objectives

1. Given a classroom setting and using knowledge of the Fire Technology discipline, discuss technological advances and revisions to regulations and laws as they apply to the specific fire agency.
2. Given a laboratory setting, apply the physical skills to perform various job-related tasks required by the individual's fire protection agency.
3. Given a simulated incident scenario, apply the appropriate strategy and tactics that will address the following incident priorities: 1) life safety, 2) incident stabilization and 3) property conservation.
4. Given classroom instruction, reading assignments, and laboratory activities describe and apply the appropriate emergency medical treatment protocol for a given patient scenario as per Fresno County EMS.

##### Course Student Learning Outcomes

1. Demonstrate the proper psychomotor skills and cognitive reasoning ability necessary to perform all job-related tasks. Expected SLO Performance: 70
2. Apply current industry best practices relative to modern fire protection and technology techniques within the scope of employment. Expected SLO Performance: 70

**COURSE OUTLINE OF RECORD AVAILABLE ON CURRIQUINET:** <https://fresno.curriqunet.com/publicsearch/>

## APPENDIX D - PARAMEDIC

### FRESNO CITY COLLEGE ISA COURSE OUTLINE

**AGENCY:** Fresno County EMS

These two courses are presented under the ISA contract between Fresno City College and the above agency pursuant to the terms of said contract. The parties agree to offer the course described herein, under the same terms and conditions as set forth in said contract.

**COURSE #1 TITLE:** Emergency Medical Technician – Paramedic (Didactic)

**COURSE NUMBER:** [FIRET-133](#)

**COURSE HOURS:** 576

**UNITS:** 21.5

#### DESCRIPTION:

Designed to produce qualified and competent EMT - Paramedic educated and trained in all elements of prehospital advanced life support to the acutely ill or injured patients; scope of practice is in accordance with Title 22 of the California Code of Regulations.

#### LEARNING OUTCOMES AND OBJECTIVES

##### Course Objectives

1. Perform a scene size-up, identifying scene safety, manpower resources, and rescue needs.
2. Perform an initial assessment identifying and managing immediate life threats.
3. Perform detailed and on-going patient evaluations and apply appropriate treatments.
4. Document and record patient and treatment information.
5. Interact appropriately with all other emergency responders.
6. Manage triage, treatment, transport of patients in a multi-casualty event.
7. Communicate with medical control and dispatch using a variety of electronic devices.

##### Course Student Learning Outcomes

1. Perform an initial assessment identifying and managing immediate life threats. Expected SLO Performance: 70
2. Perform detailed and on-going patient evaluations. Expected SLO Performance: 70
3. Apply appropriate treatments. Expected SLO Performance: 70

**COURSE OUTLINE OF RECORD AVAILABLE ON CURRIQUNET:** <https://fresno.curriqunet.com/publicsearch/>



## APPENDIX D – PARAMEDIC (CONTINUED)

**COURSE #2 TITLE:** Emergency Medical Technician – Paramedic Clinical and Field Work  
**COURSE NUMBER:** [FIRET-136](#)  
**COURSE HOURS:** 679.5  
**UNITS:** 13.0

### DESCRIPTION:

The student will rotate through two required settings. The hospital rotation consists of various departments including emergency, surgery, labor & delivery and pediatrics, specialty units and Advanced Cardiac Life Support (ACLS), certification. The field, responding with assigned paramedic preceptors, the students will assess the scene, patients and provide appropriate care. The rotations are required to produce qualified and competent EMT-Paramedics who are educated and trained in all elements of prehospital advanced life support to the acutely ill or injured patients, in accordance with local protocols and Title 22 of the California Code of Regulations.

### LEARNING OUTCOMES AND OBJECTIVES

#### Course Objectives

1. Perform a scene size-up, identifying scene safety, manpower resources, and rescue needs.
2. Perform an initial assessment identifying and managing immediate life threats.
3. Perform detailed and on-going patient evaluations and apply appropriate treatments.
4. Document and record patient and treatment information.
5. Interact appropriately with all other emergency responders.
6. Manage triage, treatment, transport of patients in a multi-casualty event.
7. Communicate with medical control and dispatch using a variety of electronic devices.

#### Course Student Learning Outcomes

1. Perform an initial assessment identifying and managing immediate life threats. Expected SLO Performance: 70
2. Perform detailed and on-going patient evaluations. Expected SLO Performance: 70
3. Apply appropriate treatments. Expected SLO Performance: 70

**COURSE OUTLINE OF RECORD AVAILABLE ON CURRIQUNET:** <https://fresno.curriqunet.com/publicsearch/>

## APPENDIX D - POLICE

### POLICE ISA COURSE LIST - FRESNO CITY COLLEGE

All ISA courses are presented under the ISA contract between Fresno City College and the police agency are pursuant to the terms of said contract. The parties agree to offer the courses described herein, under the same terms and conditions as set forth in said contract. Minimum contact hours must be met as defined in the Course Outline of Record.

#### Fresno County Sheriff's Office:

AJ-233A	Tactical Firearms (PSP)
AJ-233B	Firearms - Tactical Rifle
AJ-233C	Civil Procedure for Law Enf Officers
AJ-233F	Wilderness Tracking
AJ-233G	Electronic Weapons
AJ-233H	Driving (PSP)
AJ-233I	Court & Temporary Holding Facility
AJ-233J	Advanced Officer Course
AJ-233K	Arrest & Control Update
AJ-233L	Training Conference
AJ-233M	Patrol Canine Handler Update
AJ-233N	Search and Rescue Training Update
AJ-233O	Underwater S&R Update
AJ-233P	S&R Inclement Weather Update
AJ-233Q	Intro to Tactical Dispatcher Course
AJ-233R	Response to Active Shooters Update
AJ-233S	Training Conf Gang Update
AJ-233T	Training Conf Active Shooter Update

AJ-233U	Training Conf Emotional Survival Update
AJ-233V	Officer Skills Orientation Update
AJ-233W	Pursuit Interv Tech PIT Update
AJ-233X	Critical Incident Stress Debrief Update
AJ-233Y	De-Escalation Update
AJ-233Z	Regular Basic Course Mod I
AJ-234	Adult Corrections Officer Core Course
AJ-234A	Adult Corr Officer Core Enh Course
AJ-234B	PC 832 Laws of Arrest
AJ-234C	PC 932 Firearms
AJ-235	Res Officer - Firearms Update
AJ-235A	Res Officer - Vehicle Trans Update
AJ-235B	Res Officer Driver Aware < 100 Update
AJ-235C	Res Officer - E.V.O.C. Update
AJ-235D	Res Officer - C.P.R. / A.E.D. Update
AJ-235E	Res Officer - First Aid Update
AJ-235F	Res Officer - Elect & Imp Weap Update
AJ-235G	Res Officer - Report Writing Update
AJ-236	Use of Force Update

#### Clovis Police Department:

AJ-240	Arrest and Control Update
AJ-240A	Tactical Rifle for Law Enforcement
AJ-240B	Firearms Update
AJ-240D	Driver Training - Emerg Vehicle Update
AJ-240E	Bias Based Policing Update Training
AJ-240F	Principled Policing Update
AJ-240G	First Aid for Medical Injuries Update
AJ-240H	CPR / AED Update Training
AJ-240I	First Aid for Traumatic Injuries Update



## APPENDIX D – POLICE (CONTINUED)

### Fresno Police Department:

AJ-245A	Arrest & Control Techniques Update	AJ-245V	Force Option Simulator
AJ-245B	Baton User Update	AJ-245W	Less Lethal Weapons
AJ-245C	Canine Agitator	AJ-245X	Mental Illness Awareness Refresher
AJ-245D	Detective School	AJ-245Y	Officer Safety/Field Tactics
AJ-245E	Driver Awareness Instructor	AJ-245Z	Officer Safety/Field Tactics Update
AJ-245F	Driver Awareness Update	AJ-246	Rifle Marksmanship and Sniper
AJ-245G	Driver Training Instructor	AJ-246A	Search/Arrest Warrant
AJ-245H	PIT Instructor	AJ-246B	Traffic Collision Investigation Update
AJ-245I	Driver Training/EVOC/PIT Update	AJ-246C	Use of Force Update
AJ-245J	Driver Training Simulator	AJ-246D	Perishable Skills Program I
AJ-245K	Driving / Force Option Simulator Combo	AJ-246E	Perishable Skills Program II
AJ-245L	Drug Facilitated Sexual Assault	AJ-246F	Rifle Instructor
AJ-245M	Electronic Weapons	AJ-246G	K9 Handler Update
AJ-245N	Firearms Instructor Update	AJ-246H	MACTAC Multi Assault Ctr Terr Act Cap
AJ-245O	Tactical Handgun	AJ-246I	Basic Bicycle Patrol
AJ-245P	Tactical Rifle Advanced	AJ-246J	Drug/Alcohol Stand Field Sobriety Upd
AJ-245Q	Tactical Rifle Update	AJ-246K	Crisis Intervention Training
AJ-245R	Tactical Rifle 1st Responder	AJ-246L	Critical Incident Articulation Update
AJ-245S	Tactical Shotgun	AJ-246M	Residents' Police Academy
AJ-245T	Tactical Handgun Advanced	AJ-246O	Use of Force Update
AJ-245U	First Aid & CPR Refresher	AJ-246P	Domestic Violence Update
		AJ-246Q	MRDS-Miniaturized Red Dot Sight Oper

All approved Course Outlines of Record may be access via the following link:

<https://fresno.curriqunet.com/publicsearch/>



# Staff Report

Meeting: City Council

Date: February 6, 2024

Item #: 7.8  
Consent

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**Department:** Office of Safety, Compliance, & Facilities

**Submitted by:** Manuel Correa

**Agenda Title:** Cycle Park Lease Extension

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## RECOMMENDED ACTION

Approve a five-year lease agreement extension with the Temmerman Corp Inc. for the operation of the Tulare Cycle Park; and authorize the City Manager to execute all necessary documents on behalf of the City.

## SUMMARY

On December 31, 2023, the lease contract between the City of Tulare and the Tulare Cycle Park located on Paige Ave expired. Temmerman Corp Inc. was awarded the bid to operate the Park on:

1<sup>st</sup> term: January 1, 2014, on a five-year lease that expired on December 31, 2018 (with an option to extend the lease with mutual agreement).

2<sup>nd</sup> term: January 1, 2019, on a five-year lease that expired on December 31, 2023 (with an option to extend the lease with mutual agreement).

3<sup>rd</sup> term: February 6, 2024, on a five-year lease that will expire on February 5, 2029 (with an option to extend the lease with mutual agreement).

The Operator has satisfactorily operated under the terms of the agreement and seeks a five-year extension agreement to continue the Park operations.

The Operator has also participated with the City in applying for and receiving State Off Road Motor Vehicle (OHMVR) grants that are administered by the City. The Park and Grant administration provides positive cash flow to the City for its operations and has self-funded capital improvements such as lighting, additional tracks, and buildings for the Park.

The new lease rate will start at \$1,995.14 per month subject to an annual increase of 3%.

## FISCAL IMPACT & FUNDING SOURCE(S)

None

## LEGAL REVIEW

Lease agreement has been reviewed by the City Attorney's Office.

## ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

## ATTACHMENTS

1. Temmerman Corp Inc. lease 2024

Reviewed/Approved: 

**LEASE AGREEMENT  
FOR THE LEASE OF THE TULARE CYCLE PARK**

THIS LEASE AGREEMENT made and entered into this 1<sup>st</sup> day of January, 2024, by and between the CITY OF TULARE, a Municipal Corporation in the State of California, (hereinafter referred to as "Landlord") and TEMMERMAN CORP, a California Corporation, (hereinafter referred to as "Tenant") and both jointly and severally responsible for all duties and obligations to Landlord under the Lease Agreement.

**RECITALS:**

WHEREAS, Landlord owns the Tulare MX Cycle Park (hereinafter referred to as "Cycle Park") for the sole use of competitive racing and recreational riding; and

WHEREAS, Landlord wishes to provide for the leasing of Cycle Park on a five-year rental basis to Tenant so that Tenant may maintain and improve the Cycle Park and operate the Cycle Park for the safe use and enjoyment of the public.

**WITNESSED:**

For and in consideration of the premises, and the covenants and agreements hereinafter contained it is mutually agreed by and between the parties hereto as follows:

1. **LEASED PREMISES AND PROPERTY.**

For and in consideration of the rental hereinafter provided to be paid by the Tenant, and for in consideration of the covenants and agreements hereinafter contained on the part of the Tenant to be kept and performed, the Landlord does hereby lease to Tenant all that certain real property situated in the City of Tulare, County of Tulare, State of California, of an area comprising approximately 20.46 acres more particularly described in Appendix "A" attached hereto (the "Premises").

2. **TERM.**

The Lease shall commence on the 1st day of January, 2024 (the "Rent Commencement Date") and shall expire five (5) years after the Rent Commencement Date. Notice of a request to extend this Lease shall be submitted in writing at least ninety (90) days before the expiration of the lease term. However, Landlord has no obligation to extend the Lease under the same or other terms to Tenant.

3. **LEASE PAYMENTS.**

In consideration of said agreement to lease, the Tenant agrees to pay to the Landlord and the Landlord agrees to accept base rental in the sum of \$1,995.14 (one thousand nine hundred and ninety five dollars and fourteen cents) per month in advance (the "Base Rental Rate"), payable on the FIRST day of each and every month during and throughout the term of this Lease subject to any adjustments described in this paragraph and as described below for nonperformance. Payments not received by the 15th of each month shall be subject to an automatic one percent (1 %) late charge.



Each January the Base Rental Rate including any additional charges for “Non Performance” will be increased by three percent (5%), as set forth below. In no event will the Base Rental Rate be less than the Base Rental Rate during the preceding year.

**Monthly Base Rent**

January 1, 2024	\$1,995.14
January 1, 2025	\$2,094.90
January 1, 2026	\$2,199.65
January 1, 2027	\$2,309.63
January 1, 2028	\$2,425.11

As and for further consideration of said agreement to lease, Tenant expressly agrees that if any rental payment and any additional charges for nonperformance has not been paid by the fifteenth day of any month in which it is due, the Tenant shall be obligated to and, expressly agrees to pay the Landlord a late payment in the sum of one (1%) percent of the monthly Base Rental Rate including additional charges for nonperformance. Parties agree that the payment is not punitive and reflects the estimated costs which would be incurred by the City in the event of a delayed payment. It is understood by the Tenant that this late payment is in addition to any other damages which Landlord may claim as recovery in an action brought to enforce the terms of this Lease Agreement and/or one for unlawful detainer. It is further understood that this late payment is in addition to any other remedies which Landlord may have under the terms of this Lease Agreement. During the entire term of this Lease, Tenant must obtain and maintain a current Tulare City Business License.

4. HOLDING OVER.

If Tenant, with Landlord's consent, remains in possession of the Leased premises after expiration of the termination of the Lease Agreement, or after the date any notice given by Landlord to Tenant terminating this Lease Agreement, such possession by Tenant shall be deemed to be a month-to-month tenancy with the amount of rent being equal to that payable under this Lease Agreement, terminable on thirty (30) days' notice given at any time by either party. All provisions of this Lease Agreement shall apply to the month-to-month tenancy.

5. SCOPE OF OPERATION

The City requires the facility to be operated in at least three modes: weekday and night recreational riding, weekend recreational riding and weekend races. Tenant agrees to operate the Cycle Park in accordance with the Scope of Operations attached as Appendix "B" to this agreement and incorporated by this reference.

6. REPAIRS, MAINTENANCE, ALTERATIONS AND SURRENDER.

Throughout the Term thereof, and in addition to those requirements set out in Appendix “C” to this Lease Agreement, Tulare Cycle Park Tenant Responsibility, the Tenant shall, at Tenant’s sole cost, keep the premises and any buildings which may be constructed thereon, clean and in good repair in accordance with all applicable laws, rules, ordinances, orders and regulations of all governmental authorities having jurisdiction over the Cycle Park and activities therein.

Tenant shall pay for any pipeline or other improvements necessary to bring additional water or utilities to the Premises and for any repairs or improvements to the existing utilities on the Premises.

Any alterations, additions, improvements or changes to the on-site improvements installed by the Landlord or Tenant shall be made at Tenant’s sole cost and expense and only after first submitting plans and specifications therefore to the Landlord and obtaining consent of the Landlord thereto in writing, which consent will not be unreasonably withheld. Tenant shall notify Landlord in writing at least ten (10) days prior to the commencement by Tenant of any work of alteration or repair. Tenant shall make no changes or improvements to the leased premises without complying with all Federal, State and local laws, including but not limited to, all building and zoning ordinances of the City of Tulare. Tenant has the duty of inquiring into all pertinent laws and ordinances prior to making changes or improvements to the Premises. Tenant shall keep the Premises free and clear of all liens, claims and demands for work performed, materials furnished, or operations conducted at the Premises at the insistence or request of the Tenant.

Any alterations or improvements shall at once become a part of the Premises and upon the termination of this Lease, including any extension or renewal hereof, the Tenant shall peaceably surrender possession of the premises and all buildings or other improvements installed on the premises by the Tenant. However, the Landlord shall have the discretionary right to require Tenant to remove any and all alterations, additions, improvements or fixtures at Tenant’s sole cost and expense.

Any and all approved projects, improvements and alterations must be completed in a timely manner. Timeline for completion may be set by the City prior to commencement of project, improvement or alteration.

7. SITE IMPROVEMENTS.

Tenant will establish and maintain an interactive website and a complete redesign and layout of the track to include the addition of a veteran’s track and a child’s track within 60 days from the commencement date.

Tenant may propose additional improvements in the Cycle Park which will be considered by the Landlord and approved or denied at Landlord’s sole discretion.

All improvements will be subject to written approval by the Landlord and in compliance with all Federal, State and local laws and regulation. Upon early termination or expiration of the agreement and at the option of the City, Tenant shall restore the area of the Cycle Park as near as practical to its original condition.

8. FACILITY MAINTENANCE.

The Tenant will be responsible for all maintenance and repairs including but not limited to the Cycle Park, park track, buildings, fences, lighting systems, and structures. Additional buildings, recreational areas, parking, landscaping or any site improvements made by the Tenant will be solely the responsibility of the Tenant to maintain and repair.

9. FACILITY EQUIPMENT.

The Landlord will provide limited equipment for Tenant's use with annual "hours of use" and/or mileage limitations as set forth in Appendix "D" to assist in track preparation and maintenance. Annual use in excess of the allotted hours and mileages will be billed monthly at the scheduled rates listed in Appendix "D". The Tenant will be responsible for and perform all maintenance and repairs to that equipment at Tenant's expense using City guidelines, schedules and approved maintenance contractors. Tenant shall be responsible for providing the City with quarterly equipment maintenance records by the last day of the month in January, April, July and October of each year of contract.

The Tenant will be responsible for the proper care and operation of the equipment by using properly trained and authorized employees and responsible for any and all damage to equipment from negligence, abuse, vandalism or damage beyond normal wear and tear.

Tenant will be responsible for all fuel, oil and any consumable cost in the use of Landlord provided equipment.

Other than for maintenance or repair the equipment shall remain on premises or be otherwise stored or secured by the Tenant subject to the Landlord's approval in writing. Any additional equipment needed for operations or use at the Cycle Park must be provided, maintained and repaired by the Tenant.

10. BEST MANAGEMENT PRACTICES.

Operation, construction and maintenance of the Cycle Park will comply with best management practices and all applicable Federal, State and local regulation requirements.

The tracks will be groomed each day prior to the opening of the facility to riders. Tracks will be monitored and inspected frequently. If unsafe conditions are detected on any track, the track will be closed and repairs initiated immediately. Tracks will be watered as needed to control dust. All associated facilities will be maintained in safe and cleaned conditions.

11. PURPOSE, USE AND RESPONSIBILITIES OF THE TENANT.

The use of the Premises' tracks shall be restricted to motorcycles and quad-type motor vehicles. Any other vehicle types must be approved by the Landlord or its representative(s) in writing prior to using the Cycle Park.

The Tenant shall be responsible for enforcement of all rules and regulations pertaining to all racing events and recreational riding on the Premises. Said Rules and Regulations may be proposed by the Tenant and approved by the Landlord.

The Premises shall not be made available to the public except during events authorized by the Landlord after all requirements stated herein are met. In addition insuring that all the Rules and Regulations are adhered to, additional responsibilities include those set forth in Appendix “C” Tenant Responsibilities and are incorporated herein.

12. PREPARATION OF REPORTS.

The Tenant will be responsible for keeping the Landlord apprised of all activities. The Landlord may require the Tenant to prepare monthly status reports that shall accompany the Tenant’s invoices. The Tenant will be responsible for providing copies of consent and rider waivers completed by participants during the reporting period (Appendix “F” and Appendix “G”). Waiver content will be reviewed annually and can be modified by mutual agreement of both the Landlord and Tenant as changes become necessary.

Tenant will submit an account of equipment use hours and miles on a monthly basis to the City.

13. INCIDENT REPORTING.

Any significant incident and injury that necessitates ambulance transportation or a hospital visit, must be reported by the tenant within 24 hours of the incident, and submitted to City of Tulare Safety Department.

The report must include the supervisor report form and any videos, photos, and information related to the incident. Submit all reports and information to [safetyreporting@tulare.ca.gov](mailto:safetyreporting@tulare.ca.gov).

14. MONTHLY REPORTING.

Each month, the tenant is required to submit a report that addresses three primary safety categories: Medical, Criminal and Staff Incidents. This monthly report should include all essential details regarding all incidents and injuries, regardless of their magnitude.

-Medical Reporting: should include all minor and major incidents that required medical attention.

-Criminal Reporting: should include and criminal behavior that occurs in the vicinity of the Cycle Park.

-Staff Reporting: should include all incidents and injuries that staff, including volunteers and paid employees experienced.

15. COMPLIANCE WITH LAW; HAZARDOUS SUBSTANCES.

Tenant shall, at Tenant's sole cost and expense, at all times during the term hereof, comply with all of the requirements, ordinances, regulations and statutes of all Federal, State and municipal authorities currently in or which thereafter be in force, pertaining to the Premises which materially affect the use and occupancy thereof.

Upon the Termination of this Lease Agreement or vacation of the Premises, Tenant shall at Tenant's sole expense and in compliance with all applicable Federal, State and local statutes, ordinances, regulations, rules, orders and other laws, remove all Hazardous Substances used, stored or otherwise brought onto the Premises by Tenant or its employees, contractors, agents, customers, invitees and licenses. Tenant shall provide Landlord with copies of all records relating to any Hazardous Substances that are required to be maintained by any applicable Federal, State and local statutes, ordinances, regulations, rules, orders or other laws.

Tenant shall indemnify, protect, defend and hold harmless and reimburse Landlord from and against any and all liabilities, damages, suits, penalties, judgments, and environmental cleanup, removal, response, assessment, or investigations or remediation cost ("Environmental Cost") arising from contamination of the Premises or of any Hazardous Substances in, on or under the Premises which is caused by Hazardous Substances handled, stored, used or otherwise brought onto, or transported to or from, the Premises, by Tenant or any of Tenant's employees, contractors, agents, customers, invitees and licenses. This indemnity shall survive the termination of this Lease.

"Hazardous Substances" shall mean, and apply to the Premises only to the extent required by law: (i) any flammables, explosive or radioactive materials, hazardous wastes, toxic substances or related materials including, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Toxic Substance Control Act, 15 U.S.C., Section 2601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq.; and in the regulations adopted and publications promulgated pursuant to said laws; (ii) those substances listed in the United States Department of Transportation Table (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) those substances defined as "hazardous wastes," "hazardous substances" or "toxic substances" in any similar Federal, State or local laws or in the regulations adopted and publications promulgated pursuant to any of the foregoing laws or which otherwise are regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States of America, the State of California or any political subdivision thereof; (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended; (v) petroleum or any by-products thereof; (vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. Sections 2011 et seq., as amended, and in the regulations adopted and publications promulgated pursuant to said law; (vii) asbestos in any form or condition; and (viii) polychlorinated biphenyls.



16. INDEMNITY, TENANT'S LIABILITY AND LIABILITY INSURANCE.

This Lease Agreement is made upon the express condition that Tenant shall not hold Landlord liable for any loss, damage or injury of any kind whatsoever to the person or property of Tenant or any of Tenant's employees, guests or invitees or of any person whomsoever caused by any use of the demised premise or by any defect in any buildings, structure or other improvement constructed thereon or arising from any accident on said premises or any fire or other casualty thereon or occasioned by the failure on the part of Tenant to maintain said premises in a safe condition or of any nuisance made or suffered on said premises or by any act or omission of Tenant or Tenant's employees, guest, invitees or arising from any cause whatsoever except that Landlord shall be liable for all damages or liability resulting from the negligence or willful misconduct of Landlord or its agents, contractors, officers or employees.

Tenant hereby waives on its behalf all claims and demands against Landlord for any such loss, damage or injury to Tenant and hereby agrees to indemnify, defend and hold harmless the Landlord or its officers, officials, employees, agents and volunteers from liability for any such loss, damage or injury of other persons and from all costs, expenses and other charges arising therefrom and in connection therewith except that Landlord shall be liable for all damages or liability resulting from the negligence or willful misconduct of Landlord or its officers, officials, employees, agents and volunteers.

Tenant agrees to maintain in force throughout the Term hereof, at Tenants sole cost and expense, comprehensive liability policies, including its excess liability policy, endorsed to include the City of Tulare as an additional insured or to secure, maintain and pay the necessary premiums upon, a policy of liability insurance which shall apply to the demised premises, in a company satisfactory to the Landlord, which shall name the Landlord, officers, employees, and Council Members of the Landlord as co-insureds, with limits not less than those specified in Appendix "E" to this Lease Agreement. The Tenant shall cause the Landlord to be furnished with a certificate of such insurance and furnishing Landlord with such certificate shall serve as a condition precedent to performance of any right claimed under this Lease Agreement including the Tenant's right to enter and occupy the Premises. Tenant agrees to obtain a written obligation on the part of the insurance carriers to notify Landlord in writing at least sixty (60) days prior to any cancellation or non-renewal of any policy required of Tenant hereunder and Tenant further agrees that if Tenant does not keep said insurance in full force and effect, Landlord may obtain the necessary insurance and pay the premium such payment shall be deemed to be rent and shall be paid upon demand.

Tenant agrees that it shall not hold Landlord liable for any loss, damage or injury of any kind whatsoever to the person or property of Tenant or any of Tenant's employees, guests or of any person whomever caused by any use of the leased premises or by any defect in any buildings, structure or other improvements constructed thereon or arising from any accident on said premises or any fire or other casualty thereon or occasioned by the failure on the part of Tenant to maintain said premises in a safe condition or of any nuisance made or suffered on said premises or by any act or omission of Tenant or of Tenant's employees, guests or arising from any cause whatsoever, and Tenant hereby waives on its behalf of all claims and demands against Landlord for any such loss, damage or injury to Tenant and hereby agrees to indemnify and hold harmless Landlord, and also "defend" the Landlord where named as a defendant in any action arising out of the use of the leased premises, and from Liability for any such loss, damage or injury or other persons and from all costs, expenses and other charges arising therefrom and in connection therewith, except for claims and demands arising from specific actions of the Landlord.

18. UTILITIES.

The Tenant will be responsible for all payments of utilities including but not limited to water, electric, gas, sewer, or refuse. Pipelines, conduits or any other improvements that may be needed to connect to or bring additional utilities or services to the leased premises are the responsibility of the Tenant and must be done with prior written approval by the Landlord in accordance with all applicable laws and at Tenant's expense.

Tenant acknowledges that all water at the Cycle Park whether by well or provided from the adjacent City Waste Water Facility is NON-POTABLE. Tenant shall be responsible for any liabilities or damages arising out of misuse of the NON-POTABLE water supply.

Landlord shall not be liable to Tenant for any failure, interruption, rationing or other willful curtailment of any utilities from whatever cause (other than Landlord's negligence or willful misconduct) and Tenant shall not be entitled to terminate this Lease Agreement or to any reduction or abatement of rent by reason of any of the foregoing.

19. BRANDING

Tenant will be responsible for marketing and promoting the Cycle Park as a recreational and event oriented motorcycle riding venue. Landlord has rights to and will make available the domain "TulareMotorcyclePark.com" if desired by the Tenant, for the purpose of hosting a web site for the Cycle Park.

Content posted by the tenant for the Cycle Park must be approved by the Landlord prior to posting. The domain will remain the property of the City and the use of it for hosting content by the tenant will terminate with the termination of this agreement.

20. ASSIGNMENT OR SUBLETTING OF LEASE.

The Tenant shall not assign this Lease, or any interest therein, or in the property herein demised, and shall not sublet said premises or any part thereof to any person, firm or corporation during the term of this Lease without the written consent of Landlord first had and obtained. It is expressly understood and agreed that any assignment or sublease as aforesaid shall be subject to all of the covenants and provisions of this Lease Agreement. In the event of the insolvency or bankruptcy of the Tenant, either voluntary or involuntary, this Lease Agreement shall not become a part of the assets of said insolvent or bankrupt estate and shall thereupon terminate and be of no further force or binding effect upon the parties hereto.

21. RIGHT TO QUIET ENJOYMENT.

The Landlord does hereby covenant and agree that upon the payment of the rent and the performance of all covenants by said Tenant to be paid and performed as herein provided, said Tenant shall peaceably and quietly hold and enjoy the said premises during the term herein demised and any extension thereof.

Tenant shall not commit, or cause to be committed, any waste on said premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of the Premises or by Landlord or other Tenants.



22. TAXES.

The Tenant is hereby notified pursuant to Section 107.6 of the California Revenue and Taxation Code when a public entity, such as the City of Tulare, enters into a written contract with a private party, the possessory interest subject to property taxation may be created and that the property tax levied on the possessory interest shall be the responsibility of the Tenant, including all tax assessments and fees levied by any governmental entity. Tenant shall pay all such taxes before they become delinquent.

23. DEFAULT.

It is further agreed that if default be made in those covenants and agreements by said Tenant herein agreed to be kept and performed, then it shall be lawful for said Landlord at its option to terminate this Lease Agreement and re-enter upon said premises, take possession thereof, and remove all persons therefrom.

24. WAIVER OF BREACH.

Any waiver, express or implied, by any party hereto, of any breach by any party of any covenant or provision of this Lease, shall not be, nor be construed to be, a waiver of any subsequent breach of any term or provision hereof.

25. ENTRY BY LANDLORD.

Tenant shall permit Landlord or Landlord's agents to enter into and upon said Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the same, or for any other lawful purpose contemplated by the provisions of this Lease including doing any preventative maintenance and operation of the Landlord's property within the Premises. Landlord shall conduct any such allowed entry of the Premises in a manner that will cause the least possible inconvenience, annoyance or disturbance to Tenant. Landlord shall have the right to enter the premises without reasonable notice and at any time, in the event of an emergency or other condition that creates an imminent threat to public health and safety or to the property of the Landlord.

Notwithstanding the foregoing paragraph, Tenant agrees to allow representatives of Landlord, at its option, to monitor said racing events and recreational riding to ensure compliance with the Rules and Regulations and Tenant agrees to reimburse Landlord for such costs incurred for such monitoring.

26. NOTICES.

It is further agreed that all notices required to be given under this agreement shall be in writing, sent by postage prepaid registered mail, to the parties at their respective addresses below, or at such other address as the parties may from time to time notify each other in writing.

**If to Landlord:**

City of Tulare  
General Services  
411 E Kern Ave.  
Tulare, Ca 93274

**If to Tenant, at:**

Temmerman Corp Inc.  
C/O Dieter or Paul Temmerman  
244 N. Boise Street  
Visalia, Ca 93291

27. BINDER ON SUCCESSORS.

The Landlord and Tenant agree that the provisions of this Lease Agreement shall extend to and bind, or inure to the benefit of, as the case may require, not only the parties thereto, but to each and every one of the heirs, executors, administrators, representatives, successors and assigns of the Landlord and Tenant. The obligation of Tenant is joint and several.

28. CONFLICT RESOLUTION.

Any controversy or claim arising out of, or relating to, this Lease Agreement between the Landlord and the Tenant, other than Landlord's unlawful detainer claim, that cannot be resolved through informal discussion between the Parties, shall be mediated prior to initiation of any legal proceeding. Cost of such mediation shall be equally shared by the parties.

29. ATTORNEY'S FEES.

In the event that any legal action including mediation in accordance with the Section entitled "Conflict Resolution," hereof is instituted by either of the parties hereto to enforce or construe the terms, conditions, and covenants of this Lease, or the validity thereof, the party prevailing in any such action shall be entitled to recover from the other party all court costs and reasonable attorney fees.

30. BREACH OF CONTRACT.

In the event that the Tenant fails to comply with any of the terms of this Agreement or cure a breach upon thirty-day notice from the Landlord, the Landlord may, at its option, deem the Tenant's failure a material breach and utilize any remedy that Landlord deems appropriate. The Landlord, at its option, may immediately terminate the Lease Agreement and re-enter the leased premises and take possession. Should the Landlord deem any failure to meet any obligation under this Agreement on the Tenant's part to be a material breach, the Landlord shall immediately be relieved of its obligations under this Lease Agreement. Termination of this Agreement by the Landlord due to breach will not limit the rights of the Landlord in seeking other legal relief including recovery of damages.

31. PEACEFUL SURRENDER OF PREMISES.

Tenant agrees to peacefully surrender possession of the premises upon the termination or extension of this Lease.

32. PARTIAL INVALIDITY.

If any term or provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease Agreement shall be valid and be enforceable to the fullest extent permitted by law.

33. GOVERNING LAW AND VENUE.

This shall be governed exclusively by the provisions hereof and by the laws of the State of California without giving effect to its choice of law provisions as the same from time to time exist. If either party to this Lease agreement initiates an action to enforce the terms or declare rights pursuant to this lease Agreement, the venue shall be the County of Tulare, State of California.

34. COMPLETE AGREEMENT.

This Lease constitutes the entire agreement between the parties and may not be altered, amended, modified or extended except by instrument in writing signed by the parties hereto.

35. AMENDMENT OF AGREEMENT.

This Lease Agreement may be amended at any time by mutual agreement of the parties in writing.

36. AUTHORITY TO EXECUTE.

Each party executing this Lease on behalf of an entity represents and warrants that the party has authority to execute this Lease individually and on behalf of the entity represented and that such entity has entered into the appropriate resolution or authorization for granting such authority and that said signature is for and on behalf of the named entity.

37. NO PARTNERSHIP.

Tenant is a tenant of the Cycle Park and Landlord does not have any control over Tenant's operation other than stated herein as a Landlord. Neither this Lease Agreement nor any agreements or transactions contemplated hereby shall be interpreted as creating any partnership, joint venture, association, or other relationship between Landlord and Tenant, other than that of landlord and tenant.

38. INDEPENDENT CONTRACTOR.

Tenant is an independent contractor and not an agent, officer or employee of Landlord. The parties mutually understand that this Lease Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

Tenant shall have no claim against Landlord for employee rights or benefits including, but not limited to seniority, vacation time, vacation pay, sick leave, personal time of f, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year set forth above.

CITY OF TULARE, "LANDLORD"

By: \_\_\_\_\_  
City Manager

"Tenant"

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Chief Deputy City Clerk and  
Clerk of the Council of the City of Tulare

APPROVED AS TO FORM:

\_\_\_\_\_  
Mario U. Zamora, City Attorney

**APPENDIX "A" TO LEASE AGREEMENT**  
**DESCRIPTION OF LEASE PROPERTY**

That portion of the South half of Section 16, Township 20 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Tulare, County of Tulare, State of California, described as follows:

Commencing at the South quarter corner of said Section 16; thence, East along the South line of said Section 16, 59.36 feet, North 0°02'04" West, 42.00 feet to the True Point of Beginning; thence, continuing North 0°02'04" West, 1,251 feet; thence, South 89°31'02" West, 712.20 feet; thence, South 0°02'47" East feet to a point 42 feet North of the South Line, 711.92 feet to the True Point of the Beginning.

## **APPENDIX "B" TO LEASE AGREEMENT**

### **SCOPE OF OPERATION**

At least thirty (30) days prior to any event, Tenant shall advise Landlord of all operating dates and hours of operation, including competitive racing events and recreational riding. Whenever a change is made in such operating dates and hours of operation, Landlord shall be notified at least thirty (30) days in advance of the effective date of such change.

#### **Days of Operation:**

Tenant is required to operate the Cycle Park a minimum of 208 scheduled days annually to include at least 50 weekends (Saturdays and Sundays). The operator may close down the facility during periods of time in which riding would not be possible due to inclement weather or other unsafe operating conditions.

#### **Weekday Recreational Riding:**

Weekday Riding will be practice and recreational riding open to all ages and skill levels. Tenant is required to provide the facility for those types of events a minimum of 175 days annually. The operator may close down the facility during periods of time in which riding would not be possible due to inclement weather or other unsafe operating conditions.

#### **Weekend Recreational Riding:**

On non-race or event weekends, riding will be practice and recreational riding open to all ages and skill levels. The operator may close down the facility during periods of time in which riding would not be possible due to inclement weather or other unsafe operating conditions.

#### **Weekend Race Events:**

The facility may be used to host local or regional racing events. Tenant is required to submit a schedule of any racing events that may have a significant number of attendees and that may provide for possible parking or traffic hazards at the Cycle Park. Local authorities Police and Fire Department will also be notified in advance of those events. Tenant shall provide all necessary additional personal and facilities to provide for the safe and efficient handling of the increased attendance during those events.

#### **Number of Events:**

Tenant does herewith specifically agree that it shall conduct, during each fiscal year of this Agreement, a minimum of 208 scheduled days of operation, of which 175 days will be available for casual/recreational riding, provided that any scheduled casual/recreational event which must be canceled due to inclement weather shall nonetheless count toward this minimum requirement. Tenant does further specifically agree that it shall conduct, in any fiscal year during the term of this Agreement, a total number of 4 competitive racing events of which the total of days for those competitive racing events shall not exceed the total number of casual/recreational days conducted during the fiscal year.



#### Night Events:

The Tennant will be required to hold at least 6 night events whether racing or recreational annually. In the event the track lighting that will be installed as described in Section “7” Site Improvements has not been partially or fully installed to safely light the event, the tenant at its own expense will provide portable lights or lighting systems for those 6 event days. The portable lighting must be suitable for adequate and safe lighting to the users of those night events. Night for these 6 event days is defined as 30 minutes after dusk and no earlier than 9:00 PM local time.

Use of portable lighting systems annually shall not be in lieu of the stadium lighting system proposed by the tenant as site improvements in Section “7” without written approval by the Landlord.

#### Concessions:

Notwithstanding the foregoing, Tenant may enter into contracts with professional concessionaires for various products and services to be sold or provided at the Cycle Park with written approval from Landlord. Before selling merchandise at the Premises, such professional concessionaires shall:

- a) Obtain all required City of Tulare Business Licenses required by the City of Tulare Municipal Code;
- b) Meet all required City of Tulare policies regarding vendors and/or concessionaires;
- c) Meet all State of California and City of Tulare Health Code requirements.

**APPENDIX "C" TO LEASE AGREEMENT**  
**TULARE CYCLE PARK TENANT RESPONSIBILITIES**

1. Tenant must report all accidents to the Landlord within 24 hours of said accident. Said reports shall be delivered to the address set forth in the Lease Agreement.
2. Tenant must provide water for dust control as needed during events.
3. Tenant must provide for inspection of the track at the request of the Landlord. .
4. Tenant must provide for litter clean-up and removal within twenty-four (24) hours after an event.
4. During racing or special events, Tenant may need to provide for security officers, additional personnel, facilities and services as deemed necessary by Landlord. Said services shall be paid by the Tenant.
5. Tenant shall provide sufficient personnel to collect entrance and spectator fees and to comply with the mandatory consent form requirements set forth below.
  - a) Before any person or a minor is allowed to enter the Cycle Park, or allowed to participate in any off-road activities thereon, either in a race or for recreational purposes, said person or minor shall be required to present to Tenant a properly executed "PARTICIPANT CONSENT FOR SPECIAL ACTIVITY AND INDEMNITY AGREEMENT EMERGENCY MEDICAL TREATMENT" and "SPECTATOR CONSENT FOR EMERGENCY MEDICAL TREATMENT" set forth in Appendices "I" and "J"., respectively attached hereto and incorporated by this reference as though fully set forth herein. It shall be the responsibility of the Tenant to post on the premises a statement in plain view of the public the requirement of this subsection. Such consent forms may be modified only by the express written consent of the Landlord.
  - b) In conjunction with the Tenant's responsibilities listed in the above paragraph, Tenant agrees to allow representatives of Landlord to monitor registrants to ensure that the requirements of the above paragraph are met. .
6. Tenant shall retain all records for any events or meets for a period of three (3) years. Tennant shall on request by the Landlord provide copies of those records.
7. Tenant shall provide responsible adult supervision during all competitive racing events, for all recreational riding, and at all other times the Cycle Park is open to the public. During all recreational events and competitive racing events, Tenant agrees to allow Landlord to have personnel chosen by the Landlord to ensure that all terms of the Lease Agreement are met.

8. Keys to the Cycle Park may be issued only to those assigned supervisory responsibilities by the Tenant. Tenant shall supply Landlord with a list of names, addresses and telephone numbers of persons issued keys. Tenant shall keep this list current.
9. Tenant shall be responsible for site clean-up and repairs for track and site maintenance. Tenant shall also be responsible for track and site preparation, including but not limited to, importation of fill dirt, disking, grading, grooming of track, providing additional water trucks, if necessary, replacing and/or repairing permanent and portable fencing, clearing of all riding areas, maintenance of parking lot, locking gates, picnic area, locking restrooms and office area, applying soil sterilants and weed killers and office maintenance.
10. At least thirty (30) days prior to any event, Tenant shall advise Landlord of all operating dates and hours of operation, including competitive racing events and recreational riding as set out in Appendix "B." Whenever a change is made in such operating dates and hours of operation, Landlord shall be notified at least thirty (30) days in advance of the effective date of such change.<sup>16</sup> In the event that the Landlord desired to receive funds from any Federal or State agency which may be available for off-road vehicle parks, Tenant shall cooperate with the Landlord in providing information for and submitting an application in the name of the City of Tulare for such funds. Should the City of Tulare acquire Federal and/or State grant funds, Tenant agrees to negotiate in good faith for the use of the funds as betterment to the Cycle Park that may require an amendment to this agreement as allowed in Section "32, "Amendment of Agreement".

**APPENDIX "D" TO THE LEASE AGREEMENT  
FACILITY EQUIPMENT**

**Existing Items**

Metal Awning Cover for Vehicle Storage

Metal Bleachers

Announcing Tower

Building, Office with Concession Area and Rest Rooms

Fencing of the Entire Exterior of Park

**Vehicles and Support Equipment**

Unit #	Class Code		Maximum Allowed Annual Use
59	SPLWT	2011 INTERNATIONAL WATER TRUCK	3,500 Miles
69	TRC	2008 CATERPILLAR TRACTOR	500 Hours
409	SPLPK	2000 GANG BOX SCRAPER	Not Applicable
412	SPLPK	2000 ROTARY HARROW	Not Applicable
418	SPLPK	2012 KUBOTA TRACTOR	Not Applicable
421	PUMP	2000 ROB TRASH PUMP	Not Applicable
424	SPLPK	2000 STRATHMORE DISC HARROW	Not Applicable
429	SPLPK	1995 SCRAPER PULL TYPE	Not Applicable
430	SPLPK	1995 CULTIVATOR S-TINE FIELD	Not Applicable
TRC00057	TRC	2000 MASSEY FERGUSON TRACTOR	250 Hours
066	TRC	2007 CATERPILLAR TRACTOR	250 Hours
Unit #	Class Code		Excess Use Charges
59	SPLWT	2011 INTERNATIONAL WATER TRUCK	\$1.00 per Mile
69	TRC	2008 CATERPILLAR TRACTOR	\$45.00 per Hour
TRC00057	TRC	2000 MASSEY FERGUSON TRACTOR	\$45.00 per Hour
066	TRC	2007 CATERPILLAR TRACTOR	\$45.00 per Hour

**APPENDIX "E" TO LEASE AGREEMENT**  
**CITY OF TULARE INSURANCE REQUIREMENTS FOR TENANT**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

*Minimum Scope of Insurance*

***Coverage shall be at least as broad as:***

1. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office (ISO) Form CA 00 01 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

*Minimum Limits of Insurance*

Contractor shall maintain limits no less than:

- |   |   |   |
|---|---|---|
| 1. General Liability:<br>(Including operations, products<br>and completed operations) | <b>\$ 1,000,000</b>   | Per occurrence for bodily injury,<br>personal injury and property damage. If<br>Commercial General Liability insurance<br>or other form with a general aggregate<br>limit is used, either the general<br>aggregate limit shall apply separately to<br>this project/ location or the general<br>aggregate limit shall be twice the<br>required occurrence limit. |
| 2. Automobile Liability:  | <b>\$ 1,000,000</b>   | Per accident for bodily injury and<br>property damage.  |
| 3. Workers' Compensation:   | As required by the State of California.   |   |
| 4. Employer's Liability:  | <b>\$ 1,000,000</b>   | Per accident for bodily injury or disease.  |
| 5. Property Insurance:  | Against all risks of loss to tenant improvements or<br>betterments at full cost with no coinsurance penalty<br>provision. |   |

If the contractor maintains higher limits than the minimums shown above, the entity shall be entitled to coverage at the higher limits maintained by the contractors.



## APPENDIX "F" TO LEASE AGREEMENT

### CONSENT FOR SPECIAL ACTIVITY AND INDEMNITY AGREEMENT EMERGENCY MEDICAL TREATMENT PARTICIPANT RIDER WAIVER

SINCE ALL OFF-ROAD VEHICLE RIDING IS DANGEROUS WE REQUIRE ALL TO  
ASSUME ALL RISK BY SIGNING THIS GENERAL RELEASE

COMPETITIVE \_\_\_\_\_ CASUAL \_\_\_\_\_ ADULT PARTICIPANT \_\_\_\_\_ MINOR PARTICIPANT \_\_\_\_\_

Tulare Off-Road Vehicle Park

CONSENT FOR SPECIAL ACTIVITY

AND INDEMNITY AGREEMENT/EMERGENCY MEDICAL TREATMENT

I/We hereby release, acquit, and forever discharge the Lessee, the City of Tulare, its officers, agents, representatives, from any liability, claims, demands action or right of action, whatsoever kind of nature, in law or equity, or which may accrue in my/said minor's favor or my/his/her heirs, executors, administrators, and representatives, or any of them in any way growing out of or resulting from or arising in connection with my/said minor's presence or participation in the use of the Tulare Off-Road Vehicle Park. I/We hereby assume all risk of any liability for damage to my/said minor's property or injury/death to my/his/her person while within the confines of the Tulare Off-Road Vehicle Park, however caused, and whether caused by negligence or otherwise.

I/We hereby give my/our permission to the Lessee and his or her representative to obtain and administer such first aid, and to provide such transportation, and to call for such medical assistance, as might appear to be required for my/said minor's immediate care in the event of any injury to me/him/her while at said facility.

I/We hereby give my/our permission to the City of Tulare, its officers, employees, and representatives to obtain and administer such first aid, and to provide such transportation, and to call for such medical assistance, as might appear to be required for my/said minor's immediate care in the event of any injury to me/said minor's while at said facility.

I/We hereby further grant my/our permission to any licensed physician or surgeon to administer such medicines and render such medical services, at my/our expense, as may appear to be required. I/We also agree to hold the Lessee, the City of Tulare, its officers, employees, or representatives harmless from any claims arising from the giving of any drugs, or any medicines, or from any medical or surgical services performed pursuant to this consent.

I/We further agree to indemnify and hold harmless the City of Tulare, its officers, employees, and representatives against all claims which may be made against it, or them by reason of the use of said facility/by said person.

The undersigned is fully aware of the risks and hazards inherent in entering upon said premises or in participating in any events held in or upon said premises and hereby elects voluntarily to enter upon said premises, knowing the present condition and knowing that said condition may become more hazardous and dangerous and hereby ASSUMES ALL RISK of loss, damage, or injury that may be sustained while in or upon the Tulare Off-Road Park premises.

TO BE COMPLETED IF THE PARTICIPANT IS A MINOR

"I/We, the parents or legal guardians of \_\_\_\_\_ (Print first and last name) grant permission for said minor to enter upon and/or participate in the use of the Tulare Off-Road Vehicle Park operated by the Lessee. I/We represent that we have discussed all the Rules and Regulations of the facility with the above-named minor."

I HAVE VOLUNTARILY READ AND SIGNED THIS RELEASE



AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT.

I represent that I have read and understood all the Rules and Regulations and agree to comply with these Rules and Regulations in connection with the use of the Tulare City Off-Road Vehicle Park.

I/Said minor am/is allergic to only the following medicines:

If a doctor is needed, please call my/our personal/family doctor:

(Physician's Name)

(Phone)

Executed at Tulare, California, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Print Name of Adult Participant

Participant

Signature of Adult

Print Name of Father or other guardian

Father or other guardian

Signature of

Print Name of Mother or other guardian

guardian

Signature of Mother or other

Home Address

City

**APPENDIX "G" TO LEASE AGREEMENT**  
**SPECTATOR CONSENT FOR EMERGENCY MEDICAL TREATMENT**

ADULT SPECTATOR \_\_\_\_\_

MINOR SPECTATOR \_\_\_\_\_

Tulare Off-Road Vehicle Park

CONSENT FOR SPECIAL ACTIVITY

AND INDEMNITY AGREEMENT/EMERGENCY MEDICAL TREATMENT

**FOR FISCAL YEAR JULY 1, 2005 THROUGH JUNE 30, 2006**

I/We hereby release, acquit, and forever discharge the Lessee, the City of Tulare, its officers, agents, representatives, from any liability, claims, demands action or right of action, whatsoever kind of nature, in law or equity, or which may accrue in my/said minor's favor or my/his/her heirs, executors, administrators, and representatives, or any of them in any way growing out of or resulting from or arising in connection with my/said minor's presence or participation in the use of the Tulare Off-Road Vehicle Park. I/We hereby assume all risk of any liability for damage to my/said minor's property or injury/death to my/his/her person while within the confines of the Tulare Off-Road Vehicle Park, however caused, and whether caused by negligence or otherwise.

I/We hereby give my/our permission to the Lessee and his or her representative to obtain and administer such first aid, and to provide such transportation, and to call for such medical assistance, as might appear to be required for my/said minor's immediate care in the event of any injury to me/him/her while at said facility.

I/We hereby give my/our permission to the City of Tulare, its officers, employees, and representatives to obtain and administer such first aid, and to provide such transportation, and to call for such medical assistance, as might appear to be required for my/said minor's immediate care in the event of any injury to me/said minor's while at said facility.

I/We hereby further grant my/our permission to any licensed physician or surgeon to administer such medicines and render such medical services, at my/our expense, as may appear to be required. I/We also agree to hold the Lessee, the City of Tulare, its officers, employees, or representatives harmless from any claims arising from the giving of any drugs, or any medicines, or from any medical or surgical services performed pursuant to this consent.

I/We further agree to indemnify and hold harmless the City of Tulare, its officers, employees, and representatives against all claims which may be made against it, or them by reason of the use of said facility/by said person.

The undersigned is fully aware of the risks and hazards inherent in entering upon said premises or in participating in any events held in or upon said premises and hereby elects voluntarily to enter upon said premises, knowing the present condition and knowing that said condition may become more hazardous and dangerous and hereby ASSUMES ALL RISK of loss, damage, or injury that may be sustained while in or upon the Tulare Off-Road Park premises.

TO BE COMPLETED IF THE SPECTATOR IS A MINOR

"I/We, the parents or legal guardians of \_\_\_\_\_ (Print first and last name) grant permission for said minor to enter upon and/or participate in the use of the Tulare Off-Road Vehicle Park operated by the Lessee. I/We represent that we have discussed all the Rules and Regulations of the facility with the above-named minor."

I HAVE VOLUNTARILY READ AND SIGNED THIS RELEASE  
AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT,

I represent that I have read and understood all the Rules and Regulations and agree to comply with these Rules and Regulations in connection with the use of the Tulare City Off-Road Vehicle Park.

I/Said minor am/is allergic to only the following medicines:

\_\_\_\_\_  
If a doctor is needed, please call my/our personal/family doctor:

\_\_\_\_\_  
(Physician's Name)

\_\_\_\_\_  
(Phone)

Executed at Tulare, California, this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_

\_\_\_\_\_  
Print Name of Adult Spectator

Spectator

\_\_\_\_\_  
Signature of Adult

\_\_\_\_\_  
Print Name of Father or other guardian

other guardian

\_\_\_\_\_  
Signature of Father or

\_\_\_\_\_  
Print Name of Mother or other guardian

guardian

\_\_\_\_\_  
Signature of Mother or other

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code



# Staff Report

**Meeting:** City Council

**Date:** February 6, 2024

**Item #: 7.9**  
**Consent**

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**Department:** Engineering Services - Engineering

**Submitted by:** Michael Miller, City Engineer

**Agenda Title:** Conditional Acceptance of Revised Tentative Parcel Map No. 2022-06 for the Fulton Estates Development

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## RECOMMENDED ACTION

Subject to receipt of the signed parcel map, all fees, and other required items prior to April 6, 2024, conditionally approve revised tentative parcel map No. 2022-06 for the Fulton Estates development project, accept all easements offered thereon to the City, and conditionally reject, until later accepted by a separate resolution of the City Council, irrevocable offers of dedication to the City for Oakmore Street (Road 124) and Tulare Avenue (S.R. 137).

## SUMMARY

The Tulare Parcel Map Committee adopted Resolution No. 848 on January 30, 2023, approving Tentative Parcel Map No. 2022-06 for the Fulton Estate development located on the southwest corner of Hwy 137 (Tulare Avenue) and Oakmore Street (Road 124). The overall project comprises approximately 37 acres. The proposed parcel map will create four parcels for residential use to be further subdivided at a later date as phases of the Fulton Estates subdivision, and one remainder lot that is zoned for commercial development.

To expedite the parcel map approval process, Council first conditionally approved Tentative Parcel Map No. 2022-06 on November 21, 2023, subject to receipt of the signed map, all fees, and other required items within 60 days. That approval action also included acceptance of all easements and dedications offered to the City in accordance with the conditions of Tulare Parcel Map Committee Resolution No. 848. The conditions of approval of the parcel map required the Subdivider to dedicate additional right-of-way for Oakmore Street to the City, and for Tulare Avenue (State Route 137) to the State of California. While dedications to the City are typically accomplished by calling out the dedication on the recorded parcel map, dedications to the State of California have previously been done by a separate instrument between the Subdivider and State of California with the resulting recorded document referenced on the parcel map. Such was the case for the Tulare Avenue dedication on Tentative Parcel Map No. 2022-06 when it was conditionally approved by Council on November 21, 2023.

Since Council's conditional approval on November 21, 2023, the Subdivider determined that the amount of time required to complete the right-of-way dedication process to the State of California for Tulare Avenue exceeds the timeline they have agreed to for close of sale of one of the newly created parcels to a Developer for Phase 1 of the Fulton Estates subdivision. To be able to meet their deadline, the Subdivider requested that they be allowed to provide the City of Tulare with an irrevocable offer of dedication for the right-of-way for Tulare Avenue rather than the State of California. It would then be necessary at some future date for the City to accept said irrevocable offer of dedication and transfer the right-of-way to the State of California.

On December 5, 2023, the City Council conditionally approved the Fulton Estates Parcel Map for the second time, agreeing to have the irrevocable offer of dedication for Tulare Avenue be made to the City of Tulare instead of the State of California provided that the subdivider enter into an agreement with the City indemnifying the City of any liability should the City accept the dedication and subsequently transfer it to the State of California. Council's action reset the 60-day conditional approval deadline for submittal of all required items to February 3, 2024.

The Developer has been working with the City Attorney's office to develop an indemnification agreement but has been unable to complete this action and provide the City with all required items necessary to record the parcel map. They are requesting a third 60-day conditional acceptance from the City Council to provide additional time to complete these items.

### **FISCAL IMPACT & FUNDING SOURCE(S)**

Additional costs resulting from staff time and consultant services to continue to process the parcel map.

General Fund (G/L #008-4630-1021) Regular Salaries - \$TBD

General Fund (G/L #008-4630-2017) Professional/Technical Services - \$TBD

### **LEGAL REVIEW**

The parcel map will be reviewed for compliance with applicable legal requirements prior to recordation.

### **ALTERNATIVE ACTION**

1. Approve with changes – Changes would result in a delay to the approval of the Tentative Parcel Map No. 2022-06, which may jeopardize the subsequent development of the Fulton Estates subdivision due to the Subdivider's inability to meet deadlines related to the sale of property.
2. Deny – Council conditionally approved Tentative Parcel Map No. 2022-06 on November 21, 2023, and again on December 5, 2023. Should Council opt to deny a third request for conditional acceptance, subsequent development of the Fulton Estates subdivision may be jeopardized due to the Subdivider's inability to meet deadlines related to the sale of property.
3. Table – Delay resulting from tabling this item may jeopardize the subsequent development of the Fulton Estates subdivision due to the Subdivider's inability to meet conditions related to the sale of property.

### **ATTACHMENTS**

1. Tulare Parcel Map Committee Resolution No. 848
2. Revised Tentative Parcel Map No. 2022-06 Exhibit

Reviewed/Approved: 

**A RESOLUTION OF THE CITY OF TULARE PARCEL MAP COMMITTEE  
FOR TENTATIVE PARCEL MAP APPLICATION NO. 2022-06**

**WHEREAS**, the Parcel Map Committee of the City of Tulare duly convened at a regular meeting on January 30, 2023 and approved the request by Quest Equity to create 4 parcels of record and a remainder from one existing parcel (APN 172-030-010) on property located on the southwest corner Tulare Avenue (SR-137) and Oakmore Street; and,

**WHEREAS**, the Parcel Map Committee determined that the proposed parcel map is in accordance with the objectives of the Zoning Title and the purposes of the District in which the site is located; and,

**WHEREAS**, the Parcel Map Committee determined that the proposed parcel map will not be detrimental to the public health, safety, welfare or be materially injurious to properties or improvements in the vicinity; and,

**WHEREAS**, the Parcel Map Committee determined that the proposed parcel map provides required dedications and easements to be recorded by final parcel map; and,

**WHEREAS**, the Parcel Map Committee determined that the proposed parcel map is in conformance with the goals and objectives of the General Plan; and,

**WHEREAS**, the Parcel Map Committee determined that the proposed parcel map will not have significant effect on surrounding properties and improvements in the vicinity of the project site; and,

**WHEREAS**, the Parcel Map Committee determined that the proposed project is exempt pursuant to Section 15315 of the California Environmental Quality Act of 1970, as amended; and,

**WHEREAS**, the Parcel Map Committee determined that the proposed parcel map is consistent with the Tulare Municipal Code,

**NOW, THEREFORE, BE IT RESOLVED** by the Parcel Map Committee that the project is exempt pursuant to Section 15315 of the California Environmental Quality Act of 1970, as amended.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Parcel Map Committee that Tentative Parcel Map 2022-06 is hereby approved and subject to the following conditions:

- 1) All requirements of Title 10 shall be met.
- 2) A final map shall be recorded in substantial compliance with the Tentative Parcel Map No. 2022-06.
- 3) Applicant shall comply with attached Engineering conditions.



## Engineering

The Engineering Division recommends the following Site Plan Review Status for the subject project:

☐ Resubmit with the following required revisions to the site plan:

1. Please provide cross sections of \_\_\_\_\_ on the Site Plan. Cross sections shall include (at a minimum) dimensions from right-of-way (ROW) to ROW (existing and proposed), dimensions from ROW to landscape lot (if applicable), dimensions from ROW to sections line, dimensions from sections line to curb face, dimensions from curb face to sidewalk, sidewalk width, and median width and location with respect to section line (if applicable).

2. \_\_\_\_\_

☒ Proceed and comply with Engineering Conditions of Approval checked below.

- Required right-of-way improvements for Parcels 1, 2, 3, 4, and the Remainder Lot are identified in Engineering Conditions contained in Resolution No. 5435 adopted by the Planning Commission on October 24, 2022 for the Fulton Estates Tentative Map.
- Right-of-way improvements for Parcels 1, 2, 4 and the Remainder Lot may be deferred until future building permit, or engineering permit is issued for the development of said lots.
- A deferred improvement agreement for right-of-way improvements identified in Engineering Conditions contained in Resolution No. 5435 adopted by the Planning Commission on October 24, 2022 for the Fulton Estates Tentative Map along Parcel 3's frontage is required prior to recordation of the Parcel Map. This condition may be waived if the improvements are completed, or the existing residence is removed, prior to recordation of the parcel map.
- Dedications identified below shall be shown as Irrevocable Offers of Dedication on the Parcel Map.

☐ Proceed. No applicable Engineering Conditions of Approval.

### **General Engineering Conditions:**

- ☒ All public improvements conditionally required for project approval shall comply with the provisions of Chapter 8.24 "Subdivision Regulations" of the Tulare Municipal Code, the "City of Tulare Design Guidelines and Public Improvement Standards", and all other applicable City policies, specifications, ordinances and standard operating procedures in effect at the time of their construction, unless specifically modified elsewhere in these conditions. These engineering conditions are intended to deal with major issues apparent to the Engineering Division while reviewing this development proposal. Nothing in these

conditions precludes the City Engineer from applying other conditions/modifications necessary for good design, operation, and maintenance of existing and future City facilities, as might become apparent during design review and/or construction.

- ☒ All required engineering plans and calculations shall be prepared by a registered civil engineer. Any elevations shown on plans required for the subject development shall be based on the official City of Tulare datum. The Engineer shall provide three (3) copies of each improvement plan set submitted to the City of Tulare for checking. All public improvements shall be on 24" x 36" sheets, in a plan/profile format at a scale of 1"=50' or larger. Private on-site improvements may be plan-view only format, and may be on sheet sizes consistent with the rest of the on-site construction plans.
- ☐ Following approval of the improvement plans, the Developer's Engineer shall provide the City of Tulare with an AutoCAD drawing file of the approved plans. This shall be done prior to scheduling any pre-construction conferences or commencing construction of any improvements. Following the recordation of a Notice of Completion for the project, the Developer's Engineer shall provide the City of Tulare with an AutoCAD drawing file showing all As-Built revisions approved by the City and incorporated into the construction of the project improvements.
- ☐ Prior to the start of construction, a meeting will be called by the City Engineer with the Owner/Developer, Contractor and all concerned including utility companies to coordinate and schedule work in order to avoid all possible delays due to conflicts of operation and to guarantee that all City requirements are met. The Contractor shall perform no construction in the field until after this meeting.
- ☐ Applicant shall obtain a Street Closure Permit from the City. A traffic control plan prepared by a registered civil engineer, traffic engineer or traffic control specialist shall be submitted with the Street Closure Permit application, and will be subject to the approval of the City Engineer prior to application approval.

**Required Data, Studies and Master Plan Documents:**

- ☒ The Owner/Developer shall submit a preliminary soils report for structural foundation, which shall be prepared by a Registered Civil Engineer based upon adequate soil test borings. Said report shall be submitted to the City Engineer or Chief Building Official.
- ☐ The Owner/Developer shall have the soils investigated and make recommendations as to the correct method of trench backfill for the soils encountered in the subdivision so as to assure 90% relative compaction between the select bedding around the pipe to within 2 feet of the subbase. The top 2 feet shall be compacted to 95% relative compaction. Compaction tests are required on all trenches and street subgrades. All soils testing shall be performed at the sole cost of the Owner/Developer. The Owner/Developer shall establish an account with a licensed and certified soil-testing firm acceptable to the City Engineer prior to the start of construction for compaction testing of trench backfill and fills. The City shall order and direct all compaction tests.

- ☐ R-Value tests shall be taken for the design of all pavement areas to be constructed by this project. The spacing of said R-Value tests shall not be more than 400 feet apart, per linear foot of paving.
- ☐ Percolation tests are required for the design of new drainage basin facilities, or the expansion of existing drainage basin facilities.
- ☐ Project trip generation data based upon the ITE Trip Generation Manual is required. A Transportation Impact Study identifying the project impacts and proposed mitigation measures may be required as a condition of project approval, and shall be subject to the approval of the City Engineer. Traffic impact studies shall conform to current CEQA "state of the practice" standards, the Caltrans "Guide For The Preparation of Traffic Impact Studies", and City of Tulare General Plan requirements. Traffic impact studies shall address provisions for pedestrian, bicycle and transit access to the project. In evaluating project impacts to existing roadway facilities, traffic impact studies shall utilize the current transportation modeling forecasts provided by the Tulare County Association of Governments (TCAG), and shall specifically address the project impacts and any appropriate mitigations to facilities identified by the City Engineer.
- ☐ A Transportation Impact Study (TIS) identifying the project impacts and proposed mitigation measures shall be submitted to the City for review, and shall be subject to the approval of the City Engineer. The TIS shall conform to current CEQA "state of the practice" standards, the Caltrans "Guide For The Preparation of Traffic Impact Studies", and City of Tulare General Plan requirements. The TIS shall address provisions for pedestrian, bicycle and transit access to the project. In evaluating the project's impact to existing roadway facilities, the TIS shall utilize the current transportation modeling forecasts provided by the Tulare County Association of Governments, and shall specifically address the project impacts and any appropriate mitigations to the following facilities:
1. Intersections, (including lane geometry and turn pocket lengths):
  2. Roadway Segments:
  3. Other:
- ☐ Compaction tests are required on all street subgrades, and at utility trench crossings of curb, gutter and sidewalk. All soil testing shall be performed at the sole cost of the Owner/Developer.
- ☐ Master Plan drawings are needed for: ☐ Water, ☐ Sewer, ☐ Storm Drain, ☐ Streets

#### **Right of Way Requirements**

- ☐ Any work to be done within the City street rights-of-way requires an encroachment permit issued by the Engineering Division, and shall be done under the inspection of the City Public Works Inspector. All contractors working within City street rights-of-way shall possess a valid City of Tulare business license. Separate encroachment permits are also required from

the following agencies or work within their rights-of-way or on their facilities: ☐ County of Tulare: \_\_\_\_\_, ☐ State: \_\_\_\_\_, ☐ Tulare Irrigation District.

☒ The following right-of-way dedications are required for street/alley purposes:

- a. 20' property corner radius: \_\_\_\_\_.
- b. Chamfer property corner: Southwest corner of Tulare Avenue (SR 137) and Oakmore Street.
- c. Alley: \_\_\_\_\_
- d. Street:
  - Tulare Avenue (SR 137) – Per Caltrans requirements.
  - Oakmore Street – 32 feet of right-of-way dedication (57 feet total from section line).

☐ Waiver of direct access rights is required at the following locations: \_\_\_\_\_.

☒ Easements will be required for all public utilities to be located outside of dedicated rights-of-way. Six-foot public utility easements are required along all street frontages, unless otherwise waived by the City Engineer. Additional easements may be required for ingress/egress, drainage, or shared trash enclosures.

### **Final Map Requirements**

☒ Submit to the City of Tulare a title report for the parcel(s) to be developed.

☒ Submit closures and tabulation of areas (square feet) of all lots within the subdivision. A blue line area shall also be submitted.

☒ Provide the City of Tulare with three (3) prints of the final map of the subdivision, and three (3) prints of the improvement drawings for final checking.

☒ Following the approval of final subdivision or parcel maps, the Developer's Licensed Surveyor or Engineer shall provide the City of Tulare with an AutoCAD drawing file of the approved final map, or GIS shapefile for the related parcels included on said final map.

☒ A City Clerk's Certificate is required on the final map for required dedications.

☒ A Public Works Certificate required on the final map if improvements are not constructed prior to recordation. This provision would require an engineer's estimate and an improvement security.

## Roadway Improvements

- ☐ Street design shall conform to City of Tulare Design Guidelines and Public Improvement Standards. The structural section design for new roadways and pave-out areas shall be based upon the results of R-Value tests at locations approved by the City Engineer, and the design criteria provided below. Minimum structural sections allowed shall be per the City of Tulare Design Guidelines and Public Improvement Standards:

Roadway	Classification	Traffic Index	Paved Width
a)	-	-	-
b)	-	-	-

- ☐ Construct full pave-out width from lip of gutter to the existing edge of pavement on the following existing roadways impacted by the development is required: \_\_\_\_\_.
- ☐ Reconstruct/rehabilitate the following existing roadway segments impacted by the development in accordance with methods to be approved by the City Engineer: \_\_\_\_\_.
- ☐ Provide stabilized shoulders along the following existing roadway segments in accordance with the City of Tulare's adopted PM-10 control guidelines: \_\_\_\_\_.
- ☐ Backing lot treatment with common area landscaping, irrigation and block wall improvements shall apply to the following frontages: \_\_\_\_\_.
- ☒ As opening day improvements for either Phase 2 (residential) or Phase 3 (commercial) of the project, install median improvements in Tulare Avenue (State Route 137) per Caltrans requirements as outlined in their letter dated August 19, 2022.
- ☐ Provide pavement transitions from existing roadway cross-sections to new roadway cross-sections per the requirements of the City Engineer at the following locations: \_\_\_\_\_.
- ☐ Curb and Gutter – Existing curb and gutter to remain shall be subject to inspection by the City Public Works Inspector. As a condition of project approval, Owner/Developer shall be required to replace any existing improvements that are determined to be non-compliant with regard to current City standards, or to be otherwise defective. Examples of deficiencies include, but are not limited to, slopes that exceed accessibility standards, cracked or raised concrete, and lack of truncated dome panels. New City Standard curb and gutter shall be constructed as indicated below.

<u>Street Frontage(s)</u>	<u>Configuration</u>
	-

- ☐ Construct City standard cross gutter at the following locations: \_\_\_\_\_.



- ☒ Driveway Approaches – Existing driveway approaches to remain shall be subject to inspection by the City Public Works Inspector. As a condition of project approval, Owner/Developer shall be required to replace any existing improvements that are determined to be non-compliant with regard to current City standards, or to be otherwise defective. Examples of deficiencies include, but are not limited to, slopes that exceed accessibility standards, cracked or raised concrete, and lack of truncated dome panels. New City Standard driveway approaches shall be constructed as indicated below.

<u>Street Frontage(s)</u>
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Tulare Avenue (State Route 137) – In accordance with Caltrans letter dated August 19, 2022, driveway approaches on Tulare Avenue shall maintain the minimum access spacing of 427 feet between access points (driveways), and maintain the minimum corner clearance distance of 344 feet from the intersection of Tulare Avenue and Oakmore Street.
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Oakmore Street – In accordance with City Standard Drawing No. 2110, commercial driveway approaches on Oakmore Street shall maintain a minimum corner clearance distance of 50 feet from the intersection of Tulare Avenue and Oakmore Street as measured from the beginning of the curb return.
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- ☐ Sidewalks – Existing sidewalk to remain shall be subject to inspection by the City Public Works Inspector. As a condition of project approval, Owner/Developer shall be required to replace any existing improvements that are determined to be non-compliant with regard to current City standards, or to be otherwise defective. Examples of deficiencies include, but are not limited to, slopes that exceed accessibility standards, and cracked or raised concrete. New City Standard sidewalk shall be constructed as indicated below. For adjacent sidewalk pattern, sidewalk shall transition behind driveway approaches and maintain a minimum width of 4 feet while doing so.

<u>Street Frontage</u>	<u>Configuration</u>	<u>Sidewalk Width (ft)</u>
	-	-

- ☐ Ramped Curb Returns – Existing ramped curb returns to remain shall be subject to inspection by the City Public Works Inspector. As a condition of project approval, Owner/Developer shall be required to replace any existing improvements that are determined to be non-compliant with regard to current City standards, or to be otherwise defective. Examples of deficiencies include, but are not limited to, slopes that exceed accessibility standards, cracked or raised concrete, and lack of truncated dome panels. New City standard ramped curb returns and/or pedestrian ramps shall be installed as indicated below.

<u>Location</u>	<u>Configuration</u>
	-

- ☐ Alley Improvements – The following alley improvements are required:

1. Construct vee gutter at the following locations: \_\_\_\_\_.
2. Construct ADA compliant alley approach at the following locations: \_\_\_\_\_.
3. Other: \_\_\_\_\_.

- ☐ Street monuments – Street monuments shall be installed at locations as required by the City Engineer.
- ☐ Temporary Turnarounds – Turnarounds are required at all dead end or stubbed streets, except where refuse pickup on lot frontages does not require the refuse collection vehicle to back up. Grants of easement shall be provided to the City of Tulare for all temporary turnaround locations.
- ☐ Damage to Existing Street Improvements – If work by the Owner/Developer or his contractors render any existing City street to be in a condition unacceptable to the City Engineer, or his authorized representatives, said street must be restored to a condition as good as or better than before the development's construction activities began. Said repair work must be completed within 2 weeks of the damage having occurred, or in accordance with a schedule authorized by the City Engineer. Thenceforth, the Owner/Developer shall maintain the street in its repaired state for the duration of the development's construction activities.
- ☐ Street Lights – Street lights shall be owned and maintained by Southern California Edison, and shall be installed at locations designated by the City Engineer per the City of Tulare Design Guidelines and Public Improvement Standards. Luminaires shall be LED fixtures mounted on standard concrete marbelite poles, and shall comply with the following general requirements:

Roadway Classification	Wattage	Color Rating (kelvin)	Minimum Lumens	Mounting Height	Mast Arm Length
Local Streets	31 Watt	4,000	4,000	26 feet	6 foot
Collector Streets	39 Watt	4,000	5,000	26 feet	8 foot
Minor Arterial Streets	39 Watt	4,000	5,000	32 feet	8 foot
Arterial Streets	71 Watt	4,000	8,500	32 feet	8 foot
Traffic Signal		4,000	15,000	Varies	Varies

- ☐ Traffic Control Devices – Street name signs, traffic control signs, pavement delineation and/or pavement markings shall be installed as required by the City Engineer.

- ☐ Traffic Calming Measures – The proposed development shall incorporate the following traffic calming measures: \_\_\_\_\_.
- ☐ Bicycle and Pedestrian Facilities – The proposed development shall incorporate the following bicycle/pedestrian facilities: \_\_\_\_\_.
- ☐ Transit Facilities – The proposed development shall incorporate City standard bus turnout(s) at the following location(s): \_\_\_\_\_.

### **Grading Requirements**

- ☐ A grading/drainage plan prepared by a Registered Civil Engineer or Licensed Architect and subject to approval by the City Engineer shall be submitted. The plan shall include existing and proposed contours, and detail the means of collection and disposal of storm water runoff from the site and adjacent road frontages in such a manner that runoff is not diverted to adjacent property. On-site retention of storm water runoff is ☐ required ☐ not required.

A letter verifying that lot grading was completed according to the approved grading / drainage plan shall be prepared by a Registered Civil Engineer or Licensed Architect and submitted to the City Engineer prior to the issuance of any final occupancy permits or notice of completion for public improvements. The Engineer or Architect shall affix their stamp and seal to the letter.

- ☐ The maximum slope adjacent to the back of any public sidewalk shall not exceed 5:1 for the first 5 feet. For Landscape and Lighting Act District parcels, the maximum slope between the back of the sidewalk and the wall or fence shall not exceed 10:1.

### **Utility Improvements**

- ☐ All utility services to be located within paved areas shall be placed in the streets prior to paving.
- ☐ The Owner/Developer must make provisions for the installation of a gas distribution system in all streets and at the sizes determined by the Southern California Gas Company.
- ☐ All costs associated with the removal, relocation and undergrounding of utilities as necessary to accommodate installation of the required public improvements shall be the responsibility of the project. All utility lines, including but not limited to electric, communications, street lighting and cable television, shall be required to be placed underground in accordance with Section 8.24.500 (M) of the City of Tulare Municipal Code. The cost of such relocations and undergrounding shall be included in the bonding provided for the project. The following streets have above ground utilities that will need to be undergrounded:

<u>Street</u>	<u>Location</u>

### **Water System Requirements**

- ☐ Water main alignments shall be 6 feet south and/or west of street centerline unless otherwise approved by the City Engineer. The proposed development shall be responsible for the following water main extensions and connections: \_\_\_\_\_.
- ☐ Pressure, leakage, and purity tests are required on all City water system installations at the sole cost of the Owner/Developer.
- ☐ Fire hydrants and fire suppression systems shall be provided as required by the City of Tulare Fire Marshall. The proposed development shall demonstrate that sufficient flows are available to support the required improvements. All points of connection to the City water system are subject to the approval of the City Engineer.
- ☐ The proposed development shall install water services with back flow devices, as approved by Planning and Building. Water sizing calculations shall be provided at time of building permit application. Domestic and landscaping services shall be separate metered services using the make and model of meter specified by the City of Tulare Public Works Department. No substitutions are allowed. All R-M-2 lots shall require individual water services (1 ½" minimum) with meter boxes.
- ☐ Water sampling stations shall be installed as follows: \_\_\_\_\_.
- ☐ Existing water wells shall be abandoned, filled and sealed in accordance with applicable City, County of Tulare, and State of California standards.

### **Sewer System Requirements**

- ☐ Sewer main alignments shall be 11 feet north and/or east of street centerline unless otherwise approved by the City Engineer. The proposed development shall be responsible for the following sanitary sewer main extensions and connections: \_\_\_\_\_.
- ☐ The proposed development shall connect to City sewer. If service from an existing lateral is proposed, said lateral shall be exposed for inspection by the Public Works Inspector and upgraded to current City standards if found to be broken or substandard.
- ☐ All sewer lines shall pass both mandrel and air pressure tests. The Owner/Developer shall video inspect all sewer mains prior to placement of asphalt concrete and again after paving is complete. City Public Works Inspector shall review each video inspection prior to approval.
- ☐ A sewer monitoring station, oil/sand/water separator and/or grease interceptor shall be installed as required by the wastewater manager.
- ☐ Existing septic tanks shall be abandoned, filled and sealed in accordance with applicable City, County of Tulare, and State of California standards.



### **Storm Drainage System Requirements**

- ☐ Storm drain alignments shall be 6 feet north and/or east of street centerline unless otherwise approved by the City Engineer. The proposed development shall be responsible for the following storm drain line extensions and connections: \_\_\_\_\_
- ☐ The Owner/Developer shall video inspect all storm drain mains and laterals prior to placement of asphalt concrete and again after paving is complete. City Public Works Inspector shall review each video inspection prior to approval.

### **Landscaping and Parks Requirements**

- ☐ A landscape & irrigation master plan for all phases of the subdivision shall be submitted with the initial phase to assist City staff in the formation of the Landscape & Lighting District. The landscape & irrigation master plan shall be approved by the Director of Parks and Community Services a minimum 75 days before approval of the final map or approval of the improvement plans (whichever comes first).
- ☐ A Landscape & Lighting District will maintain common area landscaping, common area irrigation systems, common area block walls, street trees, street lights and local street maintenance. The Owner/Developer shall submit a completed Landscape & Lighting District application and all necessary calculations and supporting documentation for the formation of a the district a minimum of 75 days before approval of the final map or approval of the improvement plans (whichever comes first). Dedication to the City is required for all landscape and common area lots to be maintained by the Landscape & Lighting District.

### **On-site Improvements**

- ☐ On-site A.C. pavement design shall be based upon the results of "R" Value tests at locations approved by the City Engineer, and the following minimum traffic index requirements: 4.5 for parking areas/travel lanes and 5.0 for truck routes (including path of travel of solid waste collection vehicles).
- ☐ All on-site water, sewer, and storm drain shall be privately owned. All City owned water meters shall be located within the City's ROW.
- ☐ All unused culverts and irrigation lines shall be abandoned and plugged in a manner acceptable to the City Engineer.
- ☐ A trash enclosure is required and shall be shown on the improvement drawings. The type, location and orientation of the enclosure shall be subject to the approval of the Solid Waste Division Manager. For doublewide enclosures, separate bins are required for solid and recyclable waste, and identification signing shall be posted adjacent to all points of direct access. The wording of the signing shall be clear and concise, and shall identify all materials accepted in the recycling bin.
- ☐ A landscaping plan subject to the review and approval of the Planning and Building Divisions shall be provided. Approval of the landscaping plan is required prior to approval



of engineering improvement plans by the City Engineer. All existing trees that conflict with proposed improvements shall be removed to a depth of two (2) feet below proposed finish grade.

- ☐ If applicable, existing irrigation ditches and/or canals shall be piped, developed into a trail, or relocated outside the project boundaries per the direction of the City Engineer and affected irrigation district. Related irrigation facilities shall be subject to the same requirements for piping or relocation.
- ☐ In conformance with the City of Tulare's adopted air pollution control measures, a sign instructing delivery vehicle drivers to turn off their vehicle's engine while making deliveries shall be prominently posted at the location where deliveries are received.
- ☐ Fugitive dust shall be controlled in accordance with the applicable rules of the San Joaquin Valley Air Pollution Control District's Regulation VIII. Copies of any required permits will be provided to the City.
- ☐ If the project requires discretionary approval from the City, it may be subject to the San Joaquin Valley Air Pollution Control District's Rule 9510 Indirect Source Review per the rule's applicability criteria. A copy of the approved AIA application shall be provided to the City.
- ☐ If the project meets the one acre of disturbance criteria of the States Storm Water Program, then coverage under General Permit Order 2009-0009-DWQ is required and a Storm Water Pollution Prevention Plan (SWPPP) is required. A copy of the approved permit and the SWPPP shall be provided to the City. When construction activities are not covered under the General Permit, storm water pollution control shall be implemented per the requirements of the City's Municipal Separate Storm Sewer System (MS4) permit.
- ☒ The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(a), these conditions constitute a written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions. The Owner/Developer is hereby notified that the 90-day protest period, commencing from the date of approval of the project, begins as of the date of Planning Commission's conditional approval of the project. If the Owner/Developer fails to file a protest regarding any of the fees, dedication requirements, reservation requirements, or other exactions contained in this notice, complying with all the requirements of Government Code Section 66020, the Owner/Developer will be legally barred from later challenging such exactions.

#### **Oversize Construction**

- ☐ The conditions of project approval require the construction of facilities which have been designated as "masterplan facilities" by the City Engineer, and as such the Owner/Developer may be eligible to receive reimbursement for oversized construction costs in accordance with Chapter 8.64 "Oversized Construction Reimbursement" of the Tulare Municipal Code, and the oversized construction reimbursement policies of the Engineering Services Department. Eligibility for any reimbursement of oversized construction costs is subject to the City

Engineer's review and approval of costs prior to installation. Within 90 days following the notice of completion of the project, the Owner/Developer shall file with the City Engineer a financial statement, in the form specified by the City Engineer, stating and supporting the cost of constructing the oversize improvements. If the financial statement is not filed within this time period, the Owner/Developer shall not be eligible for any reimbursements. Oversize payments will be made in accordance with a separate oversize reimbursement agreement to be executed after completion of all subdivision improvements. Payment will be subject to the availability of funds

### **Fees**

All applicable City fees shall apply unless specifically waived or modified elsewhere in these conditions. All fees shall be based on the current fee schedule in effect at the time of final map recordation or upon the date of issuance of other discretionary permit, whichever is applicable. These fees include, but are not limited to:

- ☐ Sewer front foot charges of \$ 26.00 per front foot for frontages on \_\_\_\_\_.
- ☐ Sewer lift station fee of \$ \_\_\_\_\_ per acre.
- ☐ Water front foot charges of \$ 17.50 per front foot for frontages on \_\_\_\_\_.
- ☐ Street front foot charges of \$ \_\_\_\_\_ per front foot for frontages on \_\_\_\_\_.
- ☐ Benefit district creation fee (if applicable): \$ 1,356.00 per district.
- ☐ Traffic signal in-lieu fee of \$ \_\_\_\_\_.
- ☐ TID ditch piping in-lieu fee of \$ \_\_\_\_\_.
- ☐ Sewer main construction in-lieu fee of \$ \_\_\_\_\_.
- ☐ Water main construction in-lieu fee of \$ \_\_\_\_\_.
- ☐ Street construction in-lieu fee of \$ \_\_\_\_\_.
- ☐ Engineering inspection fee based on a percentage of the estimated cost of construction is required prior to the construction of the improvements.
- ☐ Development impact fees to be paid with building permit at rates in effect at time of permit issuance.
- ☐ Engineering plan check fee to be paid at time of plan submittal.
- ☒ Final map plan check fee to be paid at time of map submittal.
- ☐ Other: \_\_\_\_\_

Prepared By: Jan Bowen, Engineering Department

**PASSED, APPROVED AND ADOPTED** this thirtieth day of January, 2023 by the following recorded vote:

AYES: Anaya, Miller


NOES:

ABSENT: Miller

ABSTAIN:

  
MARIO ANAYA, VICE-CHAIR  
City of Tulare Parcel Map Committee

ATTEST:

  
MICHAEL MILLER, CITY ENGINEER  
City of Tulare Parcel Map Committee

# ATTACHMENT 2

## OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE LEGAL OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS PARCEL MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING AND FILING OF SAID PARCEL MAP AS SHOWN WITHIN THE BOLD BORDER LINES HEREON. WE HEREBY OFFER TO DEDICATE AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

1. STREET RIGHT OF WAY FOR OAKMORE STREET IN FEE TO THE CITY OF TULARE.
2. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, CABLE, AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" ( PUBLIC UTILITY EASEMENTS).
3. Irrevocable Offer of Dedication (IOD) for Tulare Avenue Street right of way to the City of Tulare.

WE ALSO HEREBY WAIVE ALL DIRECT ACCESS RIGHTS AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON.  
FOR: MERVIN E. FULTON AND SUSAN D. JOHNSON, TRUSTEES, OR HIS SUCCESSORS IN TRUST UNDER THE FULTON LIVING TRUST DATED MAY 26, 2009

BY: MERVIN E. FULTON TRUSTEE DATE

BY: SUSAN D. JOHNSON TRUSTEE DATE

## NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_ S.S.}

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A

NOTARY PUBLIC, PERSONALLY APPEARED, \_\_\_\_\_

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEY AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEY SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S), ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND.

NOTARY PUBLIC SIGNATURE \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

COMMISSION EXPIRES: \_\_\_\_\_

COMMISSION NO.: \_\_\_\_\_

## NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_ S.S.}

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A

NOTARY PUBLIC, PERSONALLY APPEARED, \_\_\_\_\_

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEY AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEY SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S), ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND.

NOTARY PUBLIC SIGNATURE \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

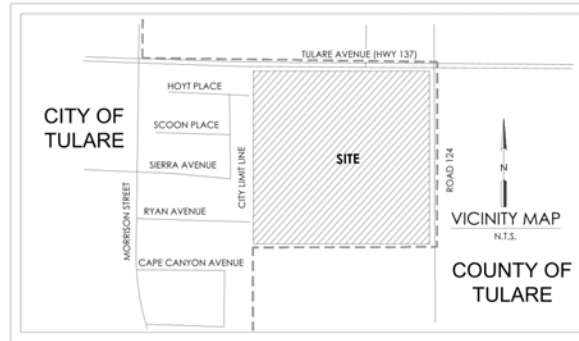
COMMISSION EXPIRES: \_\_\_\_\_

COMMISSION NO.: \_\_\_\_\_

## PARCEL MAP NO. \_\_\_\_\_

BEING A DIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA, IN THAT CERTAIN GRANT DEED RECORDED SEPTEMBER 18, 1947 AS DOCUMENT NO. 26878, IN BOOK 2732 AT PAGE 413, OF OFFICIAL RECORDS.



## EASEMENTS AFFECTING SUBJECT PROPERTY

1. AN EASEMENT TO PACIFIC TELEPHONE AND TELEGRAPH COMPANY RECORDED IN BOOK 835 PAGE 83 OF OFFICIAL RECORDS
2. AN EASEMENT TO SOUTHERN CALIFORNIA EDISON RECORDED IN BOOK 1701 PAGE 433 OF OFFICIAL RECORDS
3. AN EASEMENT TO PACIFIC BELL TELEPHONE COMPANY, A CALIFORNIA CORPORATION RECORDED AS DOCUMENT NO. 2006-0054060 OF OFFICIAL RECORDS

## CITY CLERK'S STATEMENT

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TULARE HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS PARCEL MAP AND ACCEPTING ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE PUBLIC STREETS AND PUBLIC UTILITY EASEMENTS INCLUDED WITHIN THE BOUNDARIES AS SHOWN UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF TULARE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MARC MONDELL, CITY MANAGER/CITY CLERK

MELISSA HERMANN, CMC, CPMC, CHIEF DEPUTY CITY CLERK

## RIGHT TO FARM NOTICE

IN ACCORDANCE WITH SECTION 10, 160.050 OF THE CITY OF TULARE ORDINANCE CODE, AND AS A CONDITION OF APPROVAL OF THE ABOVE REFERENCED PARCEL MAP, SUBDIVISION MAP, OR USE PERMIT, THE OWNERS HEREBY ACKNOWLEDGE THAT:

IF THE PROPERTY IN WHICH YOU ARE TAKING AN INTEREST IS LOCATED ADJACENT TO AGRICULTURAL LANDS OR OPERATIONS, OR IS INCLUDED WITHIN AN AREA ZONED FOR AGRICULTURAL PURPOSES, YOU MAY BE SUBJECT TO INCONVENIENCES OR DISCOMFORT ARISING FROM SUCH OPERATIONS INCLUDING, BUT NOT LIMITED TO: NOISE, ODORS, FUMES, DUST, SMOKE, INSECTS, OPERATIONS OF MACHINERY (INCLUDING AIRCRAFT) DURING ANY 24-HOUR PERIOD, STORAGE AND DISPOSAL OF MANURE, AND THE APPLICATION (BY SPRAYING OR OTHERWISE) OF CHEMICAL FERTILIZERS, SOIL AMENDMENTS, HERBICIDES, AND PESTICIDES. ONE OR MORE OF THE INCONVENIENCES DESCRIBED HEREIN MAY OCCUR AS A RESULT OF ANY SUCH AGRICULTURAL OPERATION WHICH IS IN CONFORMANCE WITH EXISTING LAWS AND REGULATIONS AND ACCEPTED CUSTOMS AND STANDARDS. IF YOU LIVE ADJACENT TO AN AGRICULTURAL OPERATION, YOU SHOULD BE PREPARED TO ACCEPT SUCH INCONVENIENCES AND DISCOMFORT AS A NORMAL AND NECESSARY ASPECT OF LIVING IN A CITY WITH A STRONG RURAL CHARACTER AND AN ACTIVE AGRICULTURAL SECTOR IN THE REGION.

## SOIL ENGINEER'S STATEMENT

I HEREBY CERTIFY THAT A SOILS REPORT WAS PREPARED BY ME ON MAY 17TH, 2022 IN CONFORMANCE WITH THE PROVISIONS OF STATE AND LOCAL STATUTES.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

L. THOMAS BAYNE, CE 26106 GE 125

## DEFERRED IMPROVEMENTS

PUBLIC STREET IMPROVEMENTS IN ACCORDANCE WITH CITY OF TULARE PARCEL MAP COMMITTEE RESOLUTION NO. 848 ARE DEFERRED UNTIL THE DEVELOPMENT OF THE PARCELS.

A DEFERRED IMPROVEMENT AGREEMENT FOR RIGHT-OF-WAY IMPROVEMENTS IDENTIFIED IN ENGINEERING CONDITIONS CONTAINED IN RESOLUTION NO. 848, ADOPTED BY THE PLANNING COMMISSION ON OCTOBER 24, 2022 FOR THE FULTON ESTATES TENTATIVE MAP ALONG PARCEL 3'S FRONTAGE IS REQUIRED PRIOR TO RECORDEMENT OF THE PARCEL MAP. THIS CONDITION MAY BE WAIVED IF THE IMPROVEMENTS ARE COMPLETED, OR THE EXISTING RESIDENCE IS REMOVED, PRIOR TO RECORDEMENT OF THE PARCEL MAP.



## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF QUEST EQUITY LLC, APRIL, 2022. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. IF ANY, I ALSO HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE MONUMENTS NOT YET SET, WILL BE SET WITHIN ONE YEAR OF RECORDEMENT OF THIS MAP.

BRIAN S. BORUM, L.S. 8006

DATE

## CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THIS MAP AND AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT, PURSUANT TO THE PROVISIONS OF THE SUBDIVISION MAP ACT.

TIMOTHY M. ODOM, P.L.S. 8468, CITY SURVEYOR

DATE

## CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. I FURTHER CERTIFY THAT ALL REQUIRED OFFSITE AND ONSITE IMPROVEMENTS HAVE EITHER ALREADY BEEN INSTALLED, HAVE BEEN DEFERRED UNTIL FUTURE DEVELOPMENT, OR ADEQUATE BONDS OR OTHER SUITABLE SURETIES HAVE BEEN PROVIDED.

MICHAEL W. MILLER, RCE 53462, CITY ENGINEER

DATE

## COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

I HEREBY CERTIFY ON BEHALF OF THE PARCEL MAP COMMITTEE THAT THIS PARCEL MAP CONFORMS TO THE APPROVED TENTATIVE PARCEL MAP NUMBER 2022-06 BY THE CITY OF TULARE PLANNING COMMISSION AT THE REGULAR MEETING HELD ON THE 30TH DAY OF JANUARY, 2023.

MARIO ANAYA, COMMUNITY DEVELOPMENT DIRECTOR

DATE

## BOARD OF SUPERVISOR'S STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: \_\_\_\_\_

DEPUTY CLERK

## RECORDER'S CERTIFICATE

DOCUMENT NO. \_\_\_\_\_ FEE PAID: \_\_\_\_\_

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT "\_\_\_\_" M.

IN BOOK \_\_\_\_\_ OF PARCEL MAPS, AT PAGE \_\_\_\_\_, TULARE COUNTY RECORDS

AT THE REQUEST OF BRIAN S. BORUM - LAND SURVEYOR.

TARA K. FREITAS, CPA  
TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: \_\_\_\_\_

DEPUTY

**BLS**  
Borum Land Surveying Inc.  
www.borumlandsurveying.com

JOB: 202153 SHEET 1 OF 3







# Staff Report

**Meeting:** City Council

**Date:** February 6, 2024

**Item #: 7.10**  
**Consent**

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**Department:** Engineering Services - Engineering

**Submitted by:** Michael Miller, City Engineer

**Agenda Title:** Corvina Avenue and Retherford Street Improvements Preliminary Oversize Agreement

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## RECOMMENDED ACTION

Authorize the City Manager to execute a preliminary oversize construction reimbursement agreement with Summit Homebuilders, Inc., a California Corporation, for construction costs associated with The Villas at Sierra Ranch residential development that are eligible for reimbursement in accordance with Chapter 8.64 of the Municipal Code, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager.

## SUMMARY

As part of The Villas at Sierra Ranch residential development located on the southeast corner of Retherford Street and Covina Avenue, Summit Homebuilders, Inc. was required to construct a portion of Corvina Avenue, extend a 12-inch master plan waterline in Corvina Avenue and Retherford Street, and extend a 12-inch master plan sewer main in Retherford Street. The improvements are required to serve regional needs beyond what is required for just this development. Costs associated with the supplemental size and capacity are eligible for oversized construction reimbursement in accordance with Chapter 8.64 of the Municipal Code.

The attached preliminary oversize construction reimbursement agreement for Corvina Avenue and Retherford Street improvements identifies work that the City has required the Developer to complete that would be eligible for reimbursement under the City's oversize reimbursement policy, and identifies the conditions under which the City would reimburse the Developer for their eligible expenditures, plus accrued interest, as funding becomes available through the City's Development Impact Fee program.

## FISCAL IMPACT & FUNDING SOURCE(S)

DIF Transportation Facilities – Principal / #001-4320-8206

DIF Transportation Facilities – Interest / #001-4320-8306

DIF Water Facilities – Principal / #010-4610-8206

DIF Water Facilities – Interest / #010-4610-8306

DIF Sewage Collection and Wastewater Treatment Facilities - Principal/ 290-3230-000

DIF Sewage Collection and Wastewater Treatment Facilities - Interest/ 290-3230-000

## LEGAL REVIEW

The standard format of the Preliminary Oversize Construction Reimbursement Agreement has previously been reviewed and approved as to form by the City Attorney.

## ALTERNATIVE ACTION

1. Approving with changes would have no impact on the proposed development.
2. Denial of the preliminary oversized construction reimbursement agreement would be contrary to the procedures set forth in Chapter 8.64 of the Municipal Code.

3. Tabling the preliminary oversized construction reimbursement agreement would delay the Developers ability to commence construction of eligible improvements required for the Villas at Sierra Ranch residential development, thereby delaying the entire project.

#### **ATTACHMENTS**

1. Preliminary Oversize Construction Reimbursement Agreement

Reviewed/Approved: 

**PRELIMINARY OVERSIZED REIMBURSEMENT AGREEMENT**  
**CORVINA AVENUE AND RUTHERFORD STREET IMPROVEMENTS**  
**ASSOCIATED WITH THE VILLAS AT SIERRA RANCH SUBDIVISION**

This Preliminary Oversize Reimbursement Agreement ("Agreement") is made and entered into as of this 29 day of January, 2024, by and between the **CITY OF TULARE**, a **Municipal Corporation in the State of California**, hereinafter referred to as the "CITY", and **Summit Homebuilders, Inc, a California Corporation**, hereinafter referred to as "DEVELOPER," with reference to the following facts:

WHEREAS, said DEVELOPER is the owner and developer of The Villas at Sierra Ranch ") located at the southeast corner of Corvina Avenue and Rutherford Street (hereinafter referred to as "Property"), and

WHEREAS, the CITY's conditional approval for development of the Property requires DEVELOPER to construct a portion of Corvina Avenue, extension of a 12 inch master plan waterline in Corvina Avenue and Rutherford Street, and extension of a 12 inch master plan sewer main in Rutherford Street that are regional in nature, and

WHEREAS, Chapter 8.64 of Title 8 of the Municipal Code of Tulare requires, in the event that sewer, water, storm drain or street improvements are installed by a developer or a right of way is dedicated by the same, any of which contain supplemental improvements as described in that Chapter, that the CITY shall enter into a reimbursement agreement for oversize improvements with the developer; and

WHEREAS, CITY and DEVELOPER desire to memorialize their agreement with respect to the foregoing as more fully set forth below in this Agreement.

NOW, THEREFORE, incorporating the foregoing recitals, and in good consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, CITY and DEVELOPER hereby agree as follows:

1. Reimbursable Site Work. CITY and DEVELOPER agree that the components of the improvements to the Property identified below, required as conditions of approval for The Villas at Sierra Ranch, are eligible for oversize construction reimbursement by the CITY to DEVELOPER, in accordance with Chapter 8.64 of Title 8 of the City Code of Tulare. Estimated costs identified below have been rounded up to the nearest 100 dollar increment.
  - a. Water Facility Improvements – Per City oversize policies and the Municipal Code, water facility improvements that serve regional needs and are of a supplemental size or quantity to accommodate such are eligible for oversize construction reimbursement.

- i. 12 Inch Water Main – cost difference in 8 inch and 12 inch C900 DR 18 master plan extension on Corvina Avenue. The estimated value of supplemental improvements associated with this item is as follows:

Value of Supplemental Improvements

Qty	Units	Unit Cost	Value
689	LF	\$53.25	<u>\$36,700.00</u>

- ii. 12 Inch Gate Valve – cost difference in 8-inch and 12-inch gate vales on Corvina Avenue. The estimated value of supplemental improvements associated with this item is as follows:

Value of Supplemental Improvements

Qty	Units	Unit Cost	Value
4	EA	\$1,909.25	<u>\$7,700</u>

- iii. 12 Inch Water Main – cost difference in 8-inch and 12-inch C900 DR 18 master plan extension on Retherford Street. The estimated value of supplemental improvements associated with this item is as follows:

Value of Supplemental Improvements

Qty	Units	Unit Cost	Value
476	LF	\$53.25	<u>\$25,400.00</u>

- iv. 12 Inch Gate Valve – cost difference in 8-inch and 12-inch gate vales on Retherford Street. The estimated value of supplemental improvements associated with this item is as follows:

Value of Supplemental Improvements

Qty	Units	Unit Cost	Value
1	EA	\$1,909.25	<u>\$2,000.00</u>

- b. Sewer Facility Improvements – Per City oversize policies and the Municipal Code, sewer facility improvements that serve regional needs and are of a supplemental size or quantity to accommodate such are eligible for oversize construction reimbursement.

- i. 12 Inch Sewer Main – cost difference in 8-inch and 12-inch SDR 26 master plan extension on Retherford Street. The estimated value of supplemental improvements associated with this item is as follows:

Value of Supplemental Improvements

Qty	Units	Unit Cost	Value
500	LF	\$66.25	<u>\$25,500.00</u>

- c. Street Improvements – Per City oversize policies and the Municipal Code,

street improvements that serve regional needs and are of a supplemental size or quantity to accommodate such are eligible for oversize construction reimbursement.

- i. 1.0 inch Asphalt Concrete– Corvina Avenue asphaltic concrete within the first 22 feet measured from the lip of gutter. The estimated value of supplemental improvements associated with this item is as follows:

**Value of Supplemental Improvements**

Qty	Units	Unit Cost	Value
94	Tons	\$90.00	<u>\$8,500.00</u>

- ii. 2.0 inch Aggregate Base– Corvina Avenue aggregate base within the first 22 feet measured from the lip of gutter. The estimated value of supplemental improvements associated with this item is as follows:

**Value of Supplemental Improvements**

Qty	Units	Unit Cost	Value
188	Tons	\$45.00	<u>\$8,500.00</u>

- iii. 5.0 inch Asphalt Concrete– Corvina Avenue asphaltic concrete 22 feet to 26 feet measured from the lip of gutter. The estimated value of supplemental improvements associated with this item is as follows:

**Value of Supplemental Improvements**

Qty	Units	Unit Cost	Value
98	Tons	\$90.00	<u>\$8,900.00</u>

- iv. 10.0 inch Aggregate Base – Corvina Avenue aggregate base 22 feet to 26 feet measured from the lip of gutter. The estimated value of supplemental improvements associated with this item is as follows:

**Value of Supplemental Improvements**

Qty	Units	Unit Cost	Value
197	Tons	\$45.00	<u>\$8,900.00</u>

The total estimated costs eligible for oversize reimbursement is **\$132,100.00**.

2. Oversize reimbursable costs shall be based on the actual cost of installation. In addition, reimbursement shall be limited to the additional material costs where a difference in material quantities is involved. Reimbursement for right of way dedications shall be determined in accordance with the provisions of Chapter 8.64.030 (B) of the City of Tulare Municipal Code. Further, the costs of engineering, staking, compaction tests, and all fees paid to the city, county or state shall be excluded, except for that portion of the inspection fees directly



attributable to the oversized portion.

3. The CITY shall pay interest on any outstanding principal balance owed to DEVELOPER pursuant to this Agreement at a variable rate, compounded annually. The interest rate for each calendar year shall be equal to the average annual Local Agency Investment Fund (LAIF) rate of return on City of Tulare investments from the previous calendar year. Interest for a portion of a year shall be prorated to the nearest month and shall commence from the acceptance date on the notice of completion.
4. The total principal and interest for oversize and/or excessive right of way dedication shall be paid to the DEVELOPER by the CITY in accordance with Chapter 8.64.020 of the City of Tulare Municipal Code which is incorporated herein.
5. CITY shall maintain a Reimbursement List for each fund maintained through the City's DIF program. DEVELOPER shall be added to each applicable list in date order. The applicable date for purposes of proper placement on the Reimbursement List shall be the date upon which the City accepts the improvements following Notice of Completion.
6. Reimbursements are to be made by mail to the DEVELOPER at the following address:

**Summit Homebuilders, Inc.  
481 W. Noble Avenue  
Farmersville, CA 93223  
Attention: Jennifer Blasingame**

7. CITY and DEVELOPER each make the following representations and warranties to the other: (i) it has the legal power, right, and authority to enter this Agreement and to perform its obligations hereunder, (ii) all requisite action has been taken and all required consents, approvals, and authorizations have been obtained by it in connection with entering into this Agreement, (iii) no further consent of any partner, shareholder, trustee, trustor, beneficiary, creditor, investor, judicial or administrative body, governmental authority or other person or entity is required for it to perform its obligations under Agreement, (iv) the individuals executing this Agreement on its behalf have the legal power, right and actual authority to bind it to the terms and conditions hereof, and (v) upon full execution, this Agreement shall constitute the legal, valid and binding obligations of it, enforceable against it in accordance with its terms, to the extent permitted by law.
8. The DEVELOPER shall not transfer the rights to reimbursements without the express written consent of the CITY after having submitted a signed and notarized written request for said transfer to the City Engineer.

9. If either DEVELOPER or CITY brings an action, suit or other legal proceeding against the other for any matter relating to or arising out of this Agreement, then the prevailing party in such action or dispute, whether by final judgement, out of court settlement or otherwise, shall be entitled to recover from the other party, in addition to any other relief granted, all costs and expenses of such legal action, including reasonable attorney's fees, unless otherwise mutually agreed upon by the parties.
10. This Agreement represents the entire understanding of the CITY and the DEVELOPER as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing and signed by both the CITY and the DEVELOPER.
11. If any section, subsection, paragraph, sentence, clause, or phrase of this Agreement is held to be unconstitutional or invalid or ineffective by any Court or tribunal of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Agreement, or any part thereof.
12. Venue with respect to any disputes arising from this Agreement is proper in the Superior Court of California, County of Tulare.
13. The parties agree that each shall give the other 60 days' advance written notice and attempt to settle any disputes through mediation prior to filing any legal action in the Superior Court, unless this requirement is expressly waived in writing by both parties.
14. Service of any notices or documents relating to this Agreement is proper through personal service to the City Manager's Office or Developer's above-stated place of business, or by U.S. Mail. Service shall be deemed complete upon personal service or upon the fifth (5<sup>th</sup>) calendar day following the post-marked date upon anything served by mail.

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///  
///

IN WITNESS WHEREOF, this Agreement is executed on the date and year first above written.

**CITY OF TULARE**  
**A Municipal Corporation**  
"CITY"

**Summit Homebuilders, Inc**  
"DEVELOPER"

By: \_\_\_\_\_  
Marc Mondell, City Manager

By:  \_\_\_\_\_

Name: Todd Griffin

Title: President

ATTEST:

\_\_\_\_\_  
Chief Deputy City Clerk and Clerk of  
the Council of the City of Tulare

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

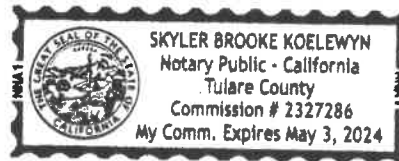
State of California     )  
  )  
County of Tulare        )

On January 29 2024 before me, Skyler Brooke Koelewyn, Notary Public, personally appeared Michael Todd Griffin who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Skyler Brooke Koelewyn  
Signature of Notary Public





## Staff Report

**Meeting:** City Council

**Date:** February 6, 2024

**Item #: 7.11**  
**Consent**

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**Department:** Engineering Services - Engineering

**Submitted by:** Michael Miller, City Engineer

**Agenda Title:** Final Map Acceptance for KCOK 5 & 9

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### RECOMMENDED ACTION

Approve the final map and subdivision improvement agreement for Phase 5 and Phase 9 of the KCOK subdivision for recordation, and accept all easements and dedications offered to the City.

### SUMMARY

Planning Commission Resolution No. 5423 adopted on June 27, 2022, approved the tentative subdivision map for the KCOK 5 & 9 subdivision located on the northwest corner of Morrison Street and the Seminole Avenue alignment. The overall subdivision comprises approximately 126 acres. The proposed subdivision is being developed in phases. The KCOK 5 & 9 subdivision will create 88 single-family residential lots, a park, and associated landscape and lighting district lots.

### FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

### LEGAL REVIEW

The final map will be reviewed for compliance with applicable legal requirements prior to recordation.

### ALTERNATIVE ACTION

1. Approve with changes – Changes would result in delay to the project schedule.
2. Deny – Construction of the proposed single-family residential construction project would not be permitted.
3. Table – The delay resulting from tabling this item could adversely impact the Developer's construction schedule.

### ATTACHMENTS

1. A copy of the Planning Commission Resolution No. 5423
2. KCOK 5 & 9 Subdivision Agreement
3. KCOK 5 & 9 Final Map

**Reviewed/Approved:** 



RESOLUTION NO. 5423

**A RESOLUTION OF THE CITY OF TULARE PLANNING COMMISSION  
APPROVING TENTATIVE SUBDIVISION MAP 2021-21- KCOK 5/9 AND  
CONDITIONAL USE PERMIT NO. 2021-22**

**WHEREAS**, the City of Tulare Planning Commission held a regular meeting on June 27, 2022 to consider a request by DR Horton to subdivide approximately 25.87-acres into a 88-lot single family residential subdivision on property located on the northwest corner of Morrison Street and the Seminole Avenue alignment (APN 172-010-051 and 048 portion); and

**WHEREAS**, the City of Tulare Planning Commission determined that the proposed subdivision map is consistent with applicable Tulare General Plan; and,

**WHEREAS**, the City of Tulare Planning Commission determined that the design or improvements of the proposed subdivision are consistent with the Tulare General Plan; and,

**WHEREAS**, the City of Tulare Planning Commission determined that the site is physically suitable for the type of development proposed; and,

**WHEREAS**, the City of Tulare Planning Commission determined that the site is physically suitable for the proposed density of the development; and

**WHEREAS**, the City of Tulare Planning Commission determined that the design of the subdivision or the type of improvements are not likely to cause substantial environmental damage or substantial and avoidable injury to fish or wildlife or their habitat; and,

**WHEREAS**, the City of Tulare Planning Commission determined that the design of the proposed subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision; and,

**WHEREAS**, an Initial Study was prepared and found that although the proposed project could have a significant effect on the environment, there will not be a significant environmental impact with mitigation measures incorporated; and,

**WHEREAS**, the City of Tulare Planning Commission determined that a Mitigated Negative Declaration has been prepared in accordance with the California Environmental Quality Act; and,

**WHEREAS**, the City of Tulare Planning Commission considered the proposed Mitigated Negative Declaration and finds that there is no substantial evidence that the project will have a significant effect on the environment with mitigation measures incorporated; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the Planning Commission of the City of Tulare makes the following specific findings based on the evidence presented:

1. That the proposed location of the Tentative Subdivision Map is consistent with the policies and intent of the General Plan, Zoning Ordinance, and Subdivision Ordinance.
2. That the proposed location of the Tentative Subdivision Map and the conditions under which it would be built or maintained will not be detrimental to the public health, or welfare, or materially injurious to properties or improvements in the vicinity.
3. That the proposed Tentative Subdivision Map will be in keeping with existing and future land uses on the site.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Planning Commission of the City of Tulare makes the additional following specific findings based on the evidence presented:

- 1) That the proposed location of the project is in accordance with the objectives of the Zoning Title and the purposes of the District in which the site is located.
- 2) That the proposed location of the use and the conditions under which it would operate or be maintained will not be detrimental to the public health, safety, welfare or be materially injurious to properties or improvements in the vicinity.
- 3) That the proposed conditional use will comply with each of the provisions of the Zoning Title;
- 4) That the proposed use is consistent with the Tulare General Plan;
- 5) That the site for the proposed use is adequate in size, shape and location to accommodate the use the district for which it is proposed;

**BE IT FURTHER RESOLVED**, that the Planning Commission hereby approves Tentative Subdivision Map 2021-21 (KCOK 5/9), and Conditional Use Permit No. 2021-22 subject to the following:

- 1) Final subdivision map proposed to be recorded shall be in substantial conformance with the approved tentative map.

- 2) This approval shall supersede that portion for which the proposed boundaries that overlap the previously approved KCOK 5/9 tentative subdivision map that was approved on January 28, 2013.
- 3) Applicant to comply with all mitigation measures and mitigation monitoring and reporting program within the Initial Study/Mitigated Negative Declaration prepared for the KCOK 5/9 TSM, General Plan Amendment 2021-02, Zone Amendment 747 and Conditional Use Permit 2021-22.
- 4) Recording of the final map is subject to the approval of General Plan Amendment 2021-02 and Zone Amendment No. 747 by the City of Tulare City Council.
- 5) Applicant shall comply with Engineering Division, Building Division, and Parks Division comments/conditions (Attachments V, VI, and VII).
- 6) Adequate permanent or temporary fire protection facilities as approved by the Fire Chief, shall be installed prior to the issuance of any building permits and prior to the storage of combustible materials on site.
- 7) Final acceptance of the tract shall be contingent upon the subdivider providing within and/or outside the tract, drainage disposal facilities, as required to receive drainage and dispose for drainage and storm waters from this tract. Said facilities shall be subject to the approval of the Public Works/Engineering Department.
- 8) Six-foot public utility easements shall be granted along all street frontages as required for public utilities.
- 9) Final subdivision map shall depict all easements.
- 10) Applicant shall establish a landscape maintenance district prior to the recordation of the final map. All landscape plans within the landscape maintenance district shall be consistent with city standards and approved by the Community and Economic Development Director and/or the City Engineer.
- 11) Applicant shall record a note on final map indicating that all residential lots are subject to a landscape maintenance district pursuant to the Landscape and Lighting Act.
- 12) Applicant shall record a document notifying homeowners that the subject property is within a landscape maintenance district.
- 13) The applicant shall comply with the requirements of the Public Works Director and City Engineer regarding sewage disposal and water supply facilities.

- 14) All lots shall meet the provisions of the applicable zoning district.
- 15) Street names shall be consistent with street naming policy of the City of Tulare and approved by the Street Naming Committee, and subject to approval by the Community & Economic Development Director.
- 16) Applicant to record a "Right to Farm" notice on final map.
- 17) Applicant shall submit four copies of a landscape and irrigation plan consistent with the City's landscape ordinance for all park and landscaped outlot areas.
- 18) A 7-foot tall block wall with backing lot treatment is required along Seminole Avenue and Morrison Street. Final block wall design is subject to the Community & Economic Development Director approval.
- 19) The final map shall waive access rights for any property backing onto Seminole Avenue, and Morrison Street.
- 20) Applicant to comply with San Joaquin Valley Air Pollution Control District regulations regarding dust control during construction.
- 21) Applicant to comply with all pertinent San Joaquin Valley Air Pollution Control District Rules.
- 22) Applicant to provide and locate mailbox clusters as approved by the U.S. Postmaster, Tulare.
- 23) The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(a), these conditions constitute a written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions. The Owner/Developer is hereby notified that the 90-day protest period, commencing from the date of approval of the project, begins as of the date of Planning Commission's conditional approval of the project. If the Owner/Developer fails to file a protest regarding any of the fees, dedication requirements, reservation requirements, or other exactions contained in this notice, complying with all the requirements of Government Code Section 66020, the Owner/Developer will be legally barred from later changing such exactions.
- 24) Applicant to provide a retaining wall wherever adjacent lot grades exceed six inches.

### Engineering:

The Engineering Division recommends the following Site Plan Review Status for the subject project:

- ☐ Resubmit with the following required revisions to the site plan:
- ☒ Proceed and comply with Engineering Conditions of Approval checked below.
1. The proposed Subdivision is part of a previously approved Tentative Subdivision Map (Tentative Subdivision of KCOK Ranch). Conditions applied to the KCOK Ranch Tentative Subdivision Map apply to the proposed subdivision.
  2. If not previously improved by another phase, the proposed subdivision shall complete all the improvements associated with the KCOK Park and KCOK basin, including but not limited to street frontage improvements.
  3. 12" Master Plan water main shall be installed in Morrison Street and Seminole Avenue.
  4. 10" Master Plan sewer main shall be installed in Morrison Street and Seminole Avenue.
- ☐ Proceed. No applicable Engineering Conditions of Approval.

### General Engineering Conditions:

- ☒ All public improvements conditionally required for project approval shall comply with the provisions of Chapter 8.24 "Subdivision Regulations" of the Tulare Municipal Code, the "City of Tulare Design Guidelines and Public Improvement Standards", and all other applicable City policies, specifications, ordinances and standard operating procedures in effect at the time of their construction, unless specifically modified elsewhere in these conditions. These engineering conditions are intended to deal with major issues apparent to the Engineering Division while reviewing this development proposal. Nothing in these conditions precludes the City Engineer from applying other conditions/modifications necessary for good design, operation, and maintenance of existing and future City facilities, as might become apparent during design review and/or construction.
- ☒ All required engineering plans and calculations shall be prepared by a registered civil engineer. Any elevations shown on plans required for the subject development shall be based on the official City of Tulare datum. The Engineer shall provide three (3) copies of each improvement plan set submitted to the City of Tulare for checking. All public improvements shall be on 24" x 36" sheets, in a plan/profile format at a scale of 1"=50' or larger. Private on-site improvements may be plan-view only



format, and may be on sheet sizes consistent with the rest of the on-site construction plans.

- ☒ Following approval of the improvement plans, the Developer's Engineer shall provide the City of Tulare with an AutoCAD drawing file of the approved plans. This shall be done prior to scheduling any pre-construction conferences or commencing construction of any improvements. Following the recordation of a Notice of Completion for the project, the Developer's Engineer shall provide the City of Tulare with an AutoCAD drawing file showing all As-Built revisions approved by the City and incorporated into the construction of the project improvements.
- ☒ Prior to the start of construction, a meeting will be called by the City Engineer with the Owner/Developer, Contractor and all concerned including utility companies to coordinate and schedule work in order to avoid all possible delays due to conflicts of operation and to guarantee that all City requirements are met. The Contractor shall perform no construction in the field until after this meeting.
- ☐ Applicant shall obtain a Street Closure Permit from the City. A traffic control plan prepared by a registered civil engineer, traffic engineer or traffic control specialist shall be submitted with the Street Closure Permit application, and will be subject to the approval of the City Engineer prior to application approval.

**Required Data, Studies and Master Plan Documents:**

- ☒ The Owner/Developer shall submit a preliminary soils report for structural foundation, which shall be prepared by a Registered Civil Engineer based upon adequate soil test borings. Said report shall be submitted to the City Engineer or Chief Building Official.
- ☒ The Owner/Developer shall have the soils investigated and make recommendations as to the correct method of trench backfill for the soils encountered in the subdivision so as to assure 90% relative compaction between the select bedding around the pipe to within 2 feet of the subbase. The top 2 feet shall be compacted to 95% relative compaction. Compaction tests are required on all trenches and street subgrades. All soils testing shall be performed at the sole cost of the Owner/Developer. The Owner/Developer shall establish an account with a licensed and certified soil-testing firm acceptable to the City Engineer prior to the start of construction for compaction testing of trench backfill and fills. The City shall order and direct all compaction tests.
- ☒ R-Value tests shall be taken for the design of all pavement areas to be constructed by this project. The spacing of said R-Value tests shall not be more than 400 feet apart, per linear foot of paving.
- ☒ Percolation tests are required for the design of new drainage basin facilities, or the expansion of existing drainage basin facilities.

☐ Project trip generation data based upon the ITE Trip Generation Manual is required. A Transportation Impact Study identifying the project impacts and proposed mitigation measures may be required as a condition of project approval, and shall be subject to the approval of the City Engineer. Traffic impact studies shall conform to current CEQA "state of the practice" standards, the Caltrans "Guide For The Preparation of Traffic Impact Studies", and City of Tulare General Plan requirements. Traffic impact studies shall address provisions for pedestrian, bicycle and transit access to the project. In evaluating project impacts to existing roadway facilities, traffic impact studies shall utilize the current transportation modeling forecasts provided by the Tulare County Association of Governments (TCAG), and shall specifically address the project impacts and any appropriate mitigations to facilities identified by the City Engineer.

☒ A Transportation Impact Study (TIS) identifying the project impacts and proposed mitigation measures shall be submitted to the City for review, and shall be subject to the approval of the City Engineer. The TIS shall conform to current CEQA "state of the practice" standards, the Caltrans "Guide For The Preparation of Traffic Impact Studies", and City of Tulare General Plan requirements. The TIS shall address provisions for pedestrian, bicycle and transit access to the project. In evaluating the project's impact to existing roadway facilities, the TIS shall utilize the current transportation modeling forecasts provided by the Tulare County Association of Governments, and shall specifically address the project impacts and any appropriate mitigations to the following facilities:

1. Intersections, (including lane geometry and turn pocket lengths):

- o Intersection of Seminole Avenue & Mooney Boulevard,
- o Intersection of Prosperity Avenue & Mooney Boulevard,
- o Intersection of Prosperity Avenue & Morrison Street,
- o Intersection of Tulare Avenue (State Route 137) & Morrison Street,
- o Any additional location required by Caltrans or the County of Tulare.

2. Roadway Segments: \_\_\_\_\_

3. Other: \_\_\_\_\_

☒ Compaction tests are required on all street subgrades, and at utility trench crossings of curb, gutter and sidewalk. All soil testing shall be performed at the sole cost of the Owner/Developer.

☒ Master Plan drawings are needed for: ☒ Water, ☒ Sewer, ☒ Storm Drain, ☒ Streets

### Right of Way Requirements

- ☒ Any work to be done within the City street rights-of-way requires an encroachment permit issued by the Engineering Division, and shall be done under the inspection of the City Public Works Inspector. All contractors working within City street rights-of-way shall possess a valid City of Tulare business license. Separate encroachment permits are also required from the following agencies for work within their rights-of-way or on their facilities: ☐ County of Tulare: \_\_\_\_\_, ☐ State: \_\_\_\_\_, ☐ Tulare Irrigation District.
- ☒ The following right-of-way dedications are required for street/alley purposes:
- a. 20' property corner radius: As required to comply with City standard
  - b. Chamfer property corner: As required to comply with City standard
  - c. Alley: \_\_\_\_\_
  - d. Street: As required to comply with City standards and the approved street cross sections. Right-of-way shall be dedicated for a future roundabout at the intersection of Seminole Avenue and Morrison Street.
- ☐ Waiver of direct access rights is required at the following locations: \_\_\_\_\_.
- ☒ Easements will be required for all public utilities to be located outside of dedicated rights-of-way. Six-foot public utility easements are required along all street frontages, unless otherwise waived by the City Engineer. Additional easements may be required for ingress/egress, drainage, or shared trash enclosures.

### Final Map Requirements

- ☒ Submit to the City of Tulare a title report for the parcel(s) to be developed.
- ☒ Submit closures and tabulation of areas (square feet) of all lots within the subdivision. A blue line area shall also be submitted.
- ☒ Provide the City of Tulare with three (3) prints of the final map of the subdivision, and three (3) prints of the improvement drawings for final checking.
- ☒ Following the approval of final subdivision or parcel maps, the Developer's Licensed Surveyor or Engineer shall provide the City of Tulare with an AutoCAD drawing file of the approved final map, or GIS shapefile for the related parcels included on said final map.
- ☒ A City Clerk's Certificate is required on the final map for required dedications.

- ☒ A Public Works Certificate required on the final map if improvements are not constructed prior to recordation. This provision would require an engineer's estimate and an improvement security.

### Roadway Improvements

- ☒ Street design shall conform to City of Tulare Design Guidelines and Public Improvement Standards. The structural section design for new roadways and pave-out areas shall be based upon the results of R-Value tests at locations approved by the City Engineer, and the design criteria provided below. Minimum structural sections allowed shall be per the City of Tulare Design Guidelines and Public Improvement Standards:

Roadway	Classification	Traffic Index	Paved Width (curb face to curb face)
a) Morrison Street	Collector	6.5	48 ft
b) Seminole Avenue	Collector	6.5	48 ft
c) Local Streets	Local	5.0	36 ft

- ☒ Construct full pave-out width from lip of gutter to the existing edge of pavement on the following existing roadways impacted by the development is required: Morrison Street.
- ☒ Reconstruct/rehabilitate the following existing roadway segments impacted by the development in accordance with methods to be approved by the City Engineer: Morrison Street.
- ☒ Provide stabilized shoulders along the following existing roadway segments in accordance with the City of Tulare's adopted PM-10 control guidelines: Morrison Street.
- ☒ Backing lot treatment with common area landscaping, irrigation and block wall improvements shall apply to the following frontages: Seminole Avenue, Morrison Street, and Castle Rock Avenue.
- ☐ Install median improvements per the requirements of the City Engineer within the following existing roadway segments impacted by the development: \_\_\_\_\_.
- ☒ Provide pavement transitions from existing roadway cross-sections to new roadway cross-sections per the requirements of the City Engineer at the following locations: Morrison Street.

- ☒ **Curb and Gutter** – Existing curb and gutter to remain shall be subject to inspection by the City Public Works Inspector. As a condition of project approval, Owner/Developer shall be required to replace any existing improvements that are determined to be non-compliant with regard to current City standards, or to be otherwise defective. Examples of deficiencies include, but are not limited to, slopes that exceed accessibility standards, cracked or raised concrete, and lack of truncated dome panels. New City Standard curb and gutter shall be constructed as indicated below.

<u>Street Frontage(s)</u>	<u>Configuration</u>
Morrison Street, Seminole Avenue, and Local Streets	Barrier Curb

- ☐ Construct City standard cross gutter at the following locations: \_\_\_\_\_.

- ☒ **Driveway Approaches** – Existing driveway approaches to remain shall be subject to inspection by the City Public Works Inspector. As a condition of project approval, Owner/Developer shall be required to replace any existing improvements that are determined to be non-compliant with regard to current City standards, or to be otherwise defective. Examples of deficiencies include, but are not limited to, slopes that exceed accessibility standards, cracked or raised concrete, and lack of truncated dome panels. New City Standard driveway approaches shall be constructed as indicated below.

<u>Street Frontage(s)</u>
City Standard residential drive approaches, one per lot.

- ☒ **Sidewalks** – Existing sidewalk to remain shall be subject to inspection by the City Public Works Inspector. As a condition of project approval, Owner/Developer shall be required to replace any existing improvements that are determined to be non-compliant with regard to current City standards, or to be otherwise defective. Examples of deficiencies include, but are not limited to, slopes that exceed accessibility standards, and cracked or raised concrete. New City Standard sidewalk shall be constructed as indicated below. For adjacent sidewalk pattern, sidewalk shall transition behind driveway approaches and maintain a minimum width of 4 feet while doing so.

<u>Street Frontage</u>	<u>Configuration</u>	<u>Sidewalk Width (ft)</u>
Seminole Avenue	Parkway Pattern	6 ft
Morrison Street	Class 1 Bike Path	12 ft
Local streets	Adjacent to Curb	5 ft

- ☒ **Ramped Curb Returns** – Existing ramped curb returns to remain shall be subject to inspection by the City Public Works Inspector. As a condition of project approval,



Owner/Developer shall be required to replace any existing improvements that are determined to be non-compliant with regard to current City standards, or to be otherwise defective. Examples of deficiencies include, but are not limited to, slopes that exceed accessibility standards, cracked or raised concrete, and lack of truncated dome panels. New City standard ramped curb returns and/or pedestrian ramps shall be installed at the following locations: \_\_\_\_\_.

<u>Location</u>	<u>Configuration</u>
At all local street intersections	20 ft Radius
NW corner of Morrison Street and Seminole Avenue	30 ft Radius

☐ Alley Improvements – The following alley improvements are required:

1. Construct vee gutter at the following locations: \_\_\_\_\_.
2. Construct ADA compliant alley approach at the following locations: \_\_\_\_\_.
3. Other: \_\_\_\_\_.

☒ Street monuments – Street monuments shall be installed at locations as required by the City Engineer.

☒ Temporary Turnarounds – Turnarounds are required at all dead end or stubbed streets, except where refuse pickup on lot frontages does not require the refuse collection vehicle to back up. Grants of easement shall be provided to the City of Tulare for all temporary turnaround locations.

☒ Damage to Existing Street Improvements – If work by the Owner/Developer or his contractors render any existing City street to be in a condition unacceptable to the City Engineer, or his authorized representatives, said street must be restored to a condition as good as or better than before the development's construction activities began. Said repair work must be completed within 2 weeks of the damage having occurred, or in accordance with a schedule authorized by the City Engineer. Thenceforth, the Owner/Developer shall maintain the street in its repaired state for the duration of the development's construction activities.

☒ Street Lights – Street lights shall be owned and maintained by Southern California Edison, and shall be installed at locations designated by the City Engineer per the City of Tulare Design Guidelines and Public Improvement Standards. Luminaires shall be LED fixtures mounted on standard concrete marbelite poles, and shall comply with the following general requirements:

Roadway Classification	Wattage	Color Rating (kelvin)	Minimum Lumens	Mounting Height	Mast Arm Length
Local Streets	31 Watt	4,000	4,000	26 feet	6 foot
Collector Streets	39 Watt	4,000	5,000	26 feet	8 foot
Minor Arterial Streets	39 Watt	4,000	5,000	32 feet	8 foot
Arterial Streets	71 Watt	4,000	8,500	32 feet	8 foot
Traffic Signal		4,000	15,000	Varies	Varies

- ☒ **Traffic Control Devices** – Street name signs, traffic control signs, pavement delineation and/or pavement markings shall be installed as required by the City Engineer.
- ☐ **Traffic Calming Measures** – The proposed development shall incorporate the following traffic calming measures: \_\_\_\_\_.
- ☒ **Bicycle and Pedestrian Facilities** – The proposed development shall incorporate the following bicycle/pedestrian facilities: Class 2 Bike Lane on Seminole Avenue.
- ☐ **Transit Facilities** – The proposed development shall incorporate City standard bus turnout(s) at the following location(s): \_\_\_\_\_.

### **Grading Requirements**

- ☒ A grading/drainage plan prepared by a Registered Civil Engineer or Licensed Architect and subject to approval by the City Engineer shall be submitted. The plan shall include existing and proposed contours, and detail the means of collection and disposal of storm water runoff from the site and adjacent road frontages in such a manner that runoff is not diverted to adjacent property. On-site retention of storm water runoff is ☒ required ☐ not required.

A letter verifying that lot grading was completed according to the approved grading / drainage plan shall be prepared by a Registered Civil Engineer or Licensed Architect and submitted to the City Engineer prior to the issuance of any final occupancy permits or notice of completion for public improvements. The Engineer or Architect shall affix their stamp and seal to the letter.

- ☒ The maximum slope adjacent to the back of any public sidewalk shall not exceed 5:1 for the first 5 feet. For Landscape and Lighting Act District parcels, the maximum slope between the back of the sidewalk and the wall or fence shall not exceed 10:1.

### **Utility Improvements**

- ☒ All utility services to be located within paved areas shall be placed in the streets prior to paving.
- ☒ The Owner/Developer must make provisions for the installation of a gas distribution system in all streets and at the sizes determined by the Southern California Gas Company.
- ☒ All costs associated with the removal, relocation and undergrounding of utilities as necessary to accommodate installation of the required public improvements shall be the responsibility of the project. All utility lines, including but not limited to electric, communications, street lighting and cable television, shall be required to be placed underground in accordance with Section 8.24.500 (M) of the City of Tulare Municipal Code. The cost of such relocations and undergrounding shall be included in the bonding provided for the project. The following streets have above ground utilities that will need to be undergrounded:

<u>Street</u>	<u>Location</u>
Morrison Street	Project frontage.

### **Water System Requirements**

- ☒ Water main alignments shall be 6 feet south and/or west of street centerline unless otherwise approved by the City Engineer. The proposed development shall be responsible for the following water main extensions and connections: \_\_\_\_\_
- ☒ Pressure, leakage, and purity tests are required on all City water system installations at the sole cost of the Owner/Developer.
- ☒ Fire hydrants and fire suppression systems shall be provided as required by the City of Tulare Fire Marshall. The proposed development shall demonstrate that sufficient flows are available to support the required improvements. All points of connection to the City water system are subject to the approval of the City Engineer.
- ☒ The proposed development shall install water services with back flow devices, as approved by Planning and Building. Water sizing calculations shall be provided at time of building permit application. Domestic and landscaping services shall be separate metered services using the make and model of meter specified by the City of

Tulare Public Works Department. No substitutions are allowed. All R-M-2 lots shall require individual water services (1 ½" minimum) with meter boxes.

- ☒ Water sampling stations shall be installed as follows: One location to be determined by the City Water Superintendent.
- ☒ Existing water wells shall be abandoned, filled and sealed in accordance with applicable City, County of Tulare, and State of California standards.

#### **Sewer System Requirements**

- ☒ Sewer main alignments shall be 11 feet north and/or east of street centerline unless otherwise approved by the City Engineer. The proposed development shall be responsible for the following sanitary sewer main extensions and connections: \_\_\_\_\_
- ☒ The proposed development shall connect to City sewer. If service from an existing lateral is proposed, said lateral shall be exposed for inspection by the Public Works Inspector and upgraded to current City standards if found to be broken or substandard.
- ☒ All sewer lines shall pass both mandrel and air pressure tests, and shall be subject to video inspection by the City. The cost of one video inspection of the Development's entire sewer line improvements shall be paid prior to recordation of the final map at the rate established at the time of recordation of the final map. The cost of any additional video inspections required shall be paid at the rate established at the time of inspection.
- ☐ A sewer monitoring station, oil/sand/water separator and/or grease interceptor shall be installed as required by the wastewater manager.
- ☒ Existing septic tanks shall be abandoned, filled and sealed in accordance with applicable City, County of Tulare, and State of California standards.

#### **Storm Drainage System Requirements**

- ☒ Storm drain alignments shall be 6 feet north and/or east of street centerline unless otherwise approved by the City Engineer. The proposed development shall be responsible for the following storm drain line extensions and connections: \_\_\_\_\_
- ☒ All storm drain lines shall be subject to video inspection by the City. The cost of one video inspection of the Development's entire storm drain line improvements shall be paid prior to recordation of the final map at the rate established at the time of recordation of the final map. The cost of any additional video inspections required shall be paid at the rate established at the time of inspection.



### Landscaping and Parks Requirements

- ☒ A landscape & irrigation master plan for all phases of the subdivision shall be submitted with the initial phase to assist City staff in the formation of the Landscape & Lighting District. The landscape & irrigation master plan shall be approved by the Director of Parks and Community Services a minimum 75 days before approval of the final map or approval of the improvement plans (whichever comes first).
- ☒ A Landscape & Lighting District will maintain common area landscaping, common area irrigation systems, common area block walls, street trees, street lights and local street maintenance. The Owner/Developer shall submit a completed Landscape & Lighting District application and all necessary calculations and supporting documentation for the formation of a the district a minimum of 75 days before approval of the final map or approval of the improvement plans (whichever comes first). Dedication to the City is required for all landscape and common area lots to be maintained by the Landscape & Lighting District.

### On-site Improvements

- ☐ On-site A.C. pavement design shall be based upon the results of "R" Value tests at locations approved by the City Engineer, and the following minimum traffic index requirements: 4.5 for parking areas/travel lanes and 5.0 for truck routes (including path of travel of solid waste collection vehicles).
- ☐ All on-site water, sewer, and storm drain shall be privately owned. All City owned water meters shall be located within the City's ROW.
- ☐ All unused culverts and irrigation lines shall be abandoned and plugged in a manner acceptable to the City Engineer.
- ☐ A trash enclosure is required and shall be shown on the improvement drawings. The type, location and orientation of the enclosure shall be subject to the approval of the Solid Waste Division Manager. For doublewide enclosures, separate bins are required for solid and recyclable waste, and identification signing shall be posted adjacent to all points of direct access. The wording of the signing shall be clear and concise, and shall identify all materials accepted in the recycling bin.
- ☐ A landscaping plan subject to the review and approval of the Planning and Building Divisions shall be provided. Approval of the landscaping plan is required prior to approval of engineering improvement plans by the City Engineer. All existing trees that conflict with proposed improvements shall be removed to a depth of two (2) feet below proposed finish grade.
- ☐ If applicable, existing irrigation ditches and/or canals shall be piped, developed into a trail, or relocated outside the project boundaries per the direction of the City Engineer



and affected irrigation district. Related irrigation facilities shall be subject to the same requirements for piping or relocation.

- ☐ In conformance with the City of Tulare's adopted air pollution control measures, a sign instructing delivery vehicle drivers to turn off their vehicle's engine while making deliveries shall be prominently posted at the location where deliveries are received.
- ☒ Fugitive dust shall be controlled in accordance with the applicable rules of the San Joaquin Valley Air Pollution Control District's Regulation VIII. Copies of any required permits will be provided to the City.
- ☒ If the project requires discretionary approval from the City, it may be subject to the San Joaquin Valley Air Pollution Control District's Rule 9510 Indirect Source Review per the rule's applicability criteria. A copy of the approved AIA application shall be provided to the City.
- ☒ If the project meets the one acre of disturbance criteria of the States Storm Water Program, then coverage under General Permit Order 2009-0009-DWQ is required and a Storm Water Pollution Prevention Plan (SWPPP) is required. A copy of the approved permit and the SWPPP shall be provided to the City. When construction activities are not covered under the General Permit, storm water pollution control shall be implemented per the requirements of the City's Municipal Separate Storm Sewer System (MS4) permit.
- ☒ The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(a), these conditions constitute a written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions. The Owner/Developer is hereby notified that the 90-day protest period, commencing from the date of approval of the project, begins as of the date of Planning Commission's conditional approval of the project. If the Owner/Developer fails to file a protest regarding any of the fees, dedication requirements, reservation requirements, or other exactions contained in this notice, complying with all the requirements of Government Code Section 66020, the Owner/Developer will be legally barred from later challenging such exactions.

### **Oversize Construction**

- ☒ The conditions of project approval require the construction of facilities which have been designated as "masterplan facilities" by the City Engineer, and as such the Owner/Developer may be eligible to receive reimbursement for oversized construction costs in accordance with Chapter 8.64 "Oversized Construction Reimbursement" of the Tulare Municipal Code, and the oversized construction reimbursement policies of the Engineering Services Department. Eligibility for any reimbursement of oversized construction costs is subject to the City Engineer's

review and approval of costs prior to installation. Within 90 days following the notice of completion of the project, the Owner/Developer shall file with the City Engineer a financial statement, in the form specified by the City Engineer, stating and supporting the cost of constructing the oversize improvements. If the financial statement is not filed within this time period, the Owner/Developer shall not be eligible for any reimbursements. Oversize payments will be made in accordance with a separate oversize reimbursement agreement to be executed after completion of all subdivision improvements. Payment will be subject to the availability of funds.

### **Fees**

All applicable City fees shall apply unless specifically waived or modified elsewhere in these conditions. All fees shall be based on the current fee schedule in effect at the time of final map recordation or upon the date of issuance of other discretionary permit, whichever is applicable. These fees include, but are not limited to:

- ☐ Sewer front foot charges of \$ 26.00 per front foot for frontages on \_\_\_\_\_.
- ☐ Sewer lift station fee of \$ \_\_\_\_\_ per acre.
- ☐ Water front foot charges of \$ 17.50 per front foot for frontages on \_\_\_\_\_.
- ☐ Street front foot charges of \$ \_\_\_\_\_ per front foot for frontages on \_\_\_\_\_.
- ☒ Benefit district creation fee (if applicable): \$ 1,356.00 per district.
- ☐ Traffic signal in-lieu fee of \$ \_\_\_\_\_.
- ☐ TID ditch piping in-lieu fee of \$ \_\_\_\_\_.
- ☐ Sewer main construction in-lieu fee of \$ \_\_\_\_\_.
- ☐ Water main construction in-lieu fee of \$ \_\_\_\_\_.
- ☐ Street construction in-lieu fee of \$ \_\_\_\_\_. ☐
- ☒ Engineering inspection fee based on a percentage of the estimated cost of construction is required prior to the construction of the improvements.
- ☒ Development impact fees to be paid with building permit at rates in effect at time of permit issuance.
- ☒ Engineering plan check fee to be paid at time of plan submittal.
- ☒ Final map plan check fee to be paid at time of map submittal.
- ☐ Other: \_\_\_\_\_

### **Building**

Lot Drainage shall comply with CBC 1804.4 or CRC R401.3 and finish floor elevation shall comply with CBC 1808.7.4 or CRC R 403.1.7.3.

## Parks

The main objectives of the City of Tulare's Landscaping Ordinance include conserving water through the selection of plants consistent with Tulare's Mediterranean climate; design of water efficient landscapes; and to enhance the aesthetic appearance of the city by promoting development that is well landscaped, properly irrigated and effectively maintained.

All projects that require a landscaping and irrigation plan pursuant to Chapter 10.196 of MC shall comply with the following development standards:

### GENERAL STANDARDS:

All landscape development over 500 square feet (new) or 2,500 square feet (rehabilitated) that requires a permit, plan check or design review shall meet the water efficiency and site design requirements detailed in other sections of the Landscape Ordinance Chapter 10.196 of the Municipal Code. The project applicant, and owner (if different) shall sign the Landscape Documentation Package as required in § 10.196.060(B)(1)(i).

Elements of the Landscape Documentation Package:

(A) Projects 2,500 square feet and less: Projects 2,500 square feet and less may comply with the requirements of this chapter by conforming to the prescriptive measures. Compliance with all of the items is mandatory and must be documented on a landscape plan in order to use the prescriptive compliance option.

(B) Any project including all projects over 2,500 square feet: The Landscape Documentation Package shall include the following six elements:

1. Project information;
  - a) Date;
  - b) Project applicant;
  - c) Project address (if available, parcel and/or lot number(s));
  - d) Total landscape area (square feet);
  - e) Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed);
  - f) Water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor;
  - g) Checklist of all documents in Landscape Documentation Package;
  - h) Project contacts to include contact information for the project applicant and property owner;
  - i) Applicant signature and date with statement, "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package."

2. Water Efficient Landscape Worksheet;
  - a) Hydrozone information table.
  - b) Water budget calculations.
    - i. Maximum applied water allowance (MAWA).
    - ii. Estimated total water use (ETWU).
3. Soil management report;
4. Landscape design plan;
5. Irrigation design plan; and
6. Grading design plan.

Landscape and irrigation plans for individual residential lots are to be submitted to the Building Department along with building permit submittals for review and approval. Attachment "A" are copies of the landscape prescriptive compliance and sample landscape plan and water calculation sheets. A complete copy of the City's landscape standards may be viewed on-line at [www.tulare.ca.gov](http://www.tulare.ca.gov).

**ADDITIONAL REQUIREMENTS:**

Landscape and irrigation plans for all common area landscape out lots shall be master planned (including size and points of water service connection, booster pump location, mainline size and sleeve locations) and shall be submitted as part of the subdivision Master Utility and Street Plan submittal.

1. All landscaping on city-owned property shall conform to City landscaping and irrigation standards including the City of Tulare Community Services Department (Parks, Recreation and Library Division) Improvements Standards; area specific plans and other applicable documents.
2. The maintenance and upkeep of all proposed Outlots and Park are to be part of the Landscape and Lighting District that shall be formed in conjunction with this subdivision.
3. It is recommended that the proposed park area be developed as at-grade open space with an ADA compliant walking path around the perimeter.
4. Proposed park and proposed Outlots shall be separated from adjacent residential lots by a block wall, subject to applicable zoning height restrictions.
5. Proposed Park is not eligible for Park Development Impact Fee credits and shall be constructed as part of the proposed subdivision.
6. Proposed Park amenities shall include but not limited to turf, drought tolerant trees and landscape plantings, 6 ft. wide ADA compliant walking path with low

level lighting, ADA compliant play equipment, multiple benches, Mutt Mitt Dog Bag Dispenser/s and trash receptacles.

7. All Outlot landscape and irrigation improvement plans shall be reviewed and approved by the Community Services Director and/or the Parks Manager, and City Engineer.
8. Prior to the start of construction of landscape and irrigation improvements on all Outlots, a meeting will be held by the Community Services Director and/or Parks Manager with the Subdivider and Contractor to coordinate and schedule work in order to avoid all possible delays due to conflicts of operation and to guarantee that all City landscape and irrigation requirements are met. The Contractor shall perform no construction in the field until after this meeting. Contractor shall contact the Parks Division no less than 24 hours to schedule any inspections such as irrigation, plant material, planting, and playground inspection.
9. All common area landscaping and irrigation areas, Outlots and Park shall be subject to a 12-month maintenance period after the Notice of Completion has been issued.

**PASSED, APPROVED AND ADOPTED** this twenty-seventh day of June, 2022 by the following recorded vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
CHUCK MIGUEL, CHAIRMAN  
City of Tulare Planning Commission

\_\_\_\_\_  
TRACI MYERS, SECRETARY  
City of Tulare Planning Commission



## ATTACHMENT 2

### RECORDING REQUESTED BY:

City of Tulare

### WHEN RECORDED MAIL TO:

City Clerk  
City of Tulare  
411 E. Kern Avenue  
Tulare, CA 93274-4257

PURSUANT TO GOVERNMENT CODE SECTION 6103,  
NO RECORDING FEE REQUIRED

---

In the matter of the Approval of )	
The Subdivision Map of )	
KCOK Ranch No. 5 & 9, in the )	AGREEMENT AND UNDERTAKING FOR
City of Tulare, County of Tulare, )	INSTALLATION AND CONSTRUCTION
State of California )	OF SUBDIVISION IMPROVEMENTS

### SUBDIVISION AGREEMENT FINAL MAP OF KCOK RANCH NO. 5 & 9

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Tulare**, a Municipal Corporation and Charter City, hereinafter referred to as "City," and **SFT CAPITAL LP, A California Limited Partnership, By: AHA Development Group, Inc., A California Corporation, Its General Partner** located at 20331 Irvine Avenue, Suite E-2, Newport Beach, CA 92660, hereinafter referred to as "Subdivider" without regard for number or gender, and is effective the date first appearing on the Clerk's Certification hereafter.

### RECITALS

- A. Subdivider has filed with City a Final Map proposing the subdivision of land owned by Subdivider and located within the City of Tulare (hereinafter "Subject Property") as follows:

#### PARCEL ONE:

PARCEL 4 AS SHOWN ON THE MAP ENTITLED "PARCEL MAP 5342", FILED ON NOVEMBER 9, 2021, IN BOOK 54 OF PARCEL MAPS, AT PAGE 50, TULARE COUNTY RECORDS.

EXCEPTING THEREFROM 1/2 OF ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERAL RIGHTS BY QUITCLAIM TO NANCY L FARRAR, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, RECORDED DECEMBER 8, 1998, FILE NO. 1998-0091006, OF OFFICIAL RECORDS, TULARE COUNTY RECORDS.

#### PARCEL TWO:

THE REMAINDER PARCEL AS SHOWN ON THE MAP OF KCOK RANCH, NO. 2B, FILED JULY 27, 2022, IN VOLUME 44 OF MAPS AT PAGE 95, TULARE COUNTY RECORDS.

EXCEPTING THEREFROM 1/2 OF ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERAL RIGHTS BY QUITCLAIM TO NANCY L FARRAR, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, RECORDED DECEMBER 8, 1998, FILE NO. 1998-0091006, OF OFFICIAL RECORDS, TULARE COUNTY RECORDS.

- B. City requires as a condition precedent to the acceptance and approval of the Final Map, the dedication of certain streets, highways, public ways, and easements, as identified on the Final Map. City deems

said dedication(s) necessary for the public use. Additionally, City requires that Subdivider make improvements to said dedicated property, as more specifically described below.

- C. Subdivider desires and agrees to complete the improvements required by Resolution 5423 for TENTATIVE SUBDIVISION MAP 2021-21 KCOK 5/9 AND CONDITIONAL USE PERMIT NO 2021-22 dated June 27, 2022 and any amendments thereto, hereinafter referred to as "Conditions of Approval," within the time hereinafter specified.
- D. Subdivider hereby warrants that any and all parties having record title interest in the Final Map have subordinated their interest and all records of subordination, if any, are attached hereto and made a part of this Agreement.

### **AGREEMENT**

In consideration of the acceptance of the offers of dedication as shown and delineated on the Final Map, and in consideration of finding of substantial compliance with said [Vesting] Tentative Map, Subdivider and City hereby mutually agree as follows:

- 1) Time for Performance. The improvements required by the Conditions of Approval shall be completed within one **year following** the effective date of this Agreement. Subdivider shall automatically receive one extension of twelve (12) months if the Subdivider complies with the following:
  - a) At least thirty (30) calendar days before the original one-year deadline for completion of improvements, the City Engineer receives a written extension request from the Subdivider.
  - b) If required by the City Engineer, provide additional performance and payment security to address construction cost increases due to inflation. Construction cost increase will be based upon Construction Price Index figures published by Engineering News-Record. The additional security shall be supplied to the City Engineer within twenty (20) calendar days from the date the City Engineer notifies Subdivider of the additional security amounts.
- 2) Failure to Perform. If all required improvements are not made to the satisfaction of the City Engineer within twelve (12) months of the date of this Agreement, or within twenty-four (24) months if an extension was granted, the City of Tulare may exercise its right to proceed against the bonds.
- 3) Incorporation of Improvements. The work depicted or required on the improvement plans for the Final Map, which may include plans relating to sewer, water, streets, storm drainage, street lighting, landscape and irrigation, grading, traffic signal plans, etc., as well as those required by Conditions of Approval (hereinafter "Improvements"), are incorporated by reference and made a part of this Agreement.
- 4) Compliance with Standards and Regulations. All Improvements shall be completed in accordance with the City of Tulare Design Guidelines and Public Improvement Standards (City Council Resolution No. 16-58) and any amendments thereto, and shall comply with all applicable federal, state, and local laws.
- 5) Costs. All Improvements shall be completed at the sole cost and expense of Subdivider. The construction cost estimates, and corresponding security requirements for these Improvements, are set forth in **Exhibit "A"**.
- 6) Requirements for Building Permit Issuance.
  - a) No building permit shall be issued for any lot of the Subject Property until the following minimum

required improvements have been fully constructed and have passed inspection to the satisfaction of the City Engineer, except as allowed by the City's Model Home Policies:

- i) Curb and gutter,
  - ii) Street base rock placed in accordance with the approved improvement plans to provide accessibility for inspectors and emergency responders,
  - iii) Fully functional water mains, fire hydrants, and service connections,
  - iv) Fully functional sanitary sewer mains and laterals,
  - iv) Fully functional storm drainage lines and facilities,
  - v) All lots graded in accordance with the approved drainage plan, with a letter subject to City Engineer's approval provided by the Subdivider's licensed engineer or surveyor verifying same, and
  - vi) All lot corners marked.
- b) If a Notice of Completion has not been filed for the required Improvements within the time limits outlined in this Agreement, no additional building permits shall be issued until said Notice has been filed, or a new subdivision improvement agreement extending the timeline for completion has been approved by the Tulare City Council.
- 7) Requirements for approval of Certificates of Occupancy. No Certificates of Occupancy shall be approved by the City for any building permit issued on any lot of the Subject Property until the following requirements are satisfied:
- i) The requirements of section 6, subsection (a), above have been satisfied, and
  - ii) all public safety items have been completed, including, but not limited to: signage, street paving, pavement markings, street lighting, and drainage basin fencing.
- 8) Estimate Reimbursements for Certain Improvements. In connection with the amounts set forth in **Exhibit "A"**, City has made its best faith efforts at predicting the amounts to be credited as reimbursements for Improvements that will benefit other properties. Subdivider agrees these figures represent City's best estimates only and they are subject to fluctuation following calculation of actual construction costs after improvement completion and acceptance. Payment of fees and fee credits shall be made at the rates and amounts established by the Tulare Municipal Code and Master Fee Schedule. The estimated reimbursement amounts, fees, and charges are more particularly itemized and made a part of this Agreement in the attached **Exhibit "B"**.
- 9) Fee Credit Adjustments. Subdivider may receive designated fee credits from City as an offset toward any development impact fee(s). Subdivider acknowledges and agrees any such fee credits are provided contingent upon City accepting required infrastructure improvements completed by Subdivider. Until then, Subdivider shall have no right to any portion of any fee credit. Upon adjustment, Subdivider shall pay all outstanding development impact fees prior to approval of the final map or as otherwise mutually agreed in writing. If the final map has already been approved all such fees shall be promptly paid by Subdivider, unless otherwise mutually agreed upon in writing. City may enforce recovery of such fees in any manner available at law or in equity.
- 10) Security. Prior to the approval by the Tulare City Council of the Final Map, Subdivider shall furnish to City the following improvement securities in the amounts set forth in **Exhibit "A"**. Bonds shall be by one or more duly authorized corporate sureties licensed to do business in California subject to the approval of City and on forms furnished or approved by City.
- a) Performance Security. The total amount shall equal 100% of the total Cost Estimate, as specified

in Government Code 66499.3 (a) and approved by the City Engineer, to be conditioned upon the faithful performance of this Agreement. Performance Security shall be in the form of a bond naming the City of Tulare as obligee, or a certificate of deposit made payable only to the City of Tulare, an irrevocable letter of credit in favor of the City of Tulare, or cash. Upon written request from the Subdivider, partial releases of the Performance Security may be authorized by the City Engineer to reflect satisfactory completion of required improvements. Partial releases shall be limited to a maximum of 90% of the value of the completed improvements, and shall in no event result in the overall release of more than 90% of the value of the total Cost Estimate. The Performance Security will be released in its entirety upon the City's recordation of a Notice of Completion for the subdivision improvements, provided that a maintenance surety of not less than 10% of the value of the public improvements is provided to the City to guarantee replacement and repair of the public improvements for a period of one (1) year after the recording date.

- b) Payment (Labor and Materials) Security. The total amount shall equal 50% of the total Cost Estimate, as specified in Government Code 66499.3 (b) and approved by the City Engineer, to secure payment to all contractors and subcontractors performing work on said Improvements and all persons furnishing labor, materials or equipment to them for said Improvements. Payment Security shall be in the form of a bond naming the City of Tulare as obligee, or a certificate of deposit made payable only to the City of Tulare, an irrevocable letter of credit in favor of the City of Tulare, or cash. No reduction in Payment Security shall be allowed prior to the City's recordation of a Notice of Completion, and prior to the passage of the time within which claims of lien are required to be recorded as stipulated in Government Code Section 66499.7 (h).
- 11) Damage Prior to Final Acceptance. Any damage to the improvements occurring prior to final acceptance by the City shall be repaired or replaced by Subdivider before any securities are released. Final acceptance by City shall not occur until damage has been repaired to prior and agreed upon condition.
  - 12) Remedy of Defects. Subdivider shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one year from the date of final acceptance of the Improvements by City. Prior to final acceptance of the Improvements by City, a warranty/maintenance bond or certificate of deposit shall be provided by Subdivider, as shown in **Exhibit "A"**, and shall be released one year following final acceptance, less any amount required to remedy defective work.
  - 13) Indemnification. Subdivider shall be obligated as follows:
    - a) To the furthest extent allowed by law, Subdivider shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by City, Subdivider or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation and legal expenses incurred by City or held to be the liability of City, including plaintiff's or petitioner's attorney's fees if awarded, in connection with City's defense of its actions in any proceeding), arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the performance or installation of the Improvements by Subdivider and Subdivider's employees, officers, agents, contractors or subcontractors; (iv) the design, installation, operation, removal or maintenance of the work or Improvements; or (v) City's granting, issuing or approving use of this Agreement.
    - b) Subdivider's obligations under the preceding sentence shall apply regardless whether City or any of its officers, officials, employees or agents are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence or willful

misconduct of City, its officers, officials, employees, agents or volunteers.

- c) If Subdivider should subcontract all or any portion of the work to be performed under this Agreement, Subdivider shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of paragraphs "a)" and "b)" of this Section.

- 14) Insurance. Throughout the life of this Agreement, Subdivider shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager. Insurance requirements, including coverage types and amounts, are attached hereto in **Exhibit "D"**.

If at any time during the life of the Agreement or any extension, Subdivider fails to maintain the required insurance in full force and effect, the City Engineer, or his/her designee, may order that Subdivider, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to ensure that public health and safety is protected. All payments due or that become due to Subdivider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement.

Evidence of Insurance provided by Subdivider and his/her/its insurer shall clearly state that termination or suspension of insurance coverage may not occur until at least thirty (30) days following written notice to the City of the intent to terminate or suspend coverage.

- 15) Compaction and Materials Testing. Compaction and other materials testing performed for determination of compliance with Public Works Standards shall conform to City of Tulare Design Guidelines, Public Improvement Standards, and Technical Specifications. Materials testing shall at all times remain under the review of the City Engineer who may determine additional test procedures, and additional locations to be tested. All materials testing for improvement work within the public easements and rights-of-way shall be ordered and paid for by Subdivider.
- 16) Inspections. City shall inspect all Improvements. All Improvements shall be performed and completed in strict accordance with the approved construction plans for said work on file with the City Engineer and City of Tulare Design Guidelines and Public Improvement Standards. In the event there are no applicable Design Guidelines and Public Improvement Standards it is agreed that the same shall be performed and completed in accordance with the standards and specifications of the California Department of Transportation.
- 17) Compliance with Law. In performing obligations set forth in this Agreement, Subdivider shall comply with all applicable laws, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. Subdivider shall comply with the codes or ordinances of City including the Tulare Municipal Code, City Charter, and Building Codes.
- 18) Prevailing Wages. Subdivider shall:
  - a) be required to pay, and shall cause its contractor and subcontractors to pay, prevailing wages for the construction of:
    - i) those specific Improvements for which Subdivider receives credits or reimbursements as identified in **Exhibit "B"**, if any, and
    - ii) those Improvements, if any, that are "public works" under Chapter 1, Part 7, Division 2 of the California Labor Code, including Section 1720(a) (collectively, the "PW



Improvements”).

- 19) Enforcement of Obligations. City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.
- 20) Limitations of Legal Acts. Except as provided by the Section entitled “Attorney’s Fees and Legal Expenses,” in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Subdivider’s sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.
- 21) Attorney’s Fees and Legal Expenses. If either party is required to commence any proceeding or legal action to enforce any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney’s fees and legal expenses.
- 22) Obligation Running With Land. This Agreement shall burden the Subject Property described and constitute a covenant running with the land for the benefit of City and shall be binding upon the successors, transferees, and heirs of Subdivider. Subdivider consents to the recordation of this Agreement with the Tulare County Recorder.
- 23) Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
- 24) Ambiguities or Uncertainties. Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.
- 25) Severable Provisions. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.
- 26) Release of Conditions. The conditions and obligations of this Agreement shall remain in full force and effect until such time as City Engineer issues a Notice of Completion finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such Notice of Completion with the Tulare County Recorder.
- 27) Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue shall be Tulare County, California.
- 28) Fees Due Prior to Recordation. The fees due to the City set forth in **Exhibit “C”**, attached hereto and incorporated herein by this reference, shall be paid in full prior to recordation of the final map.

\* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

**CITY OF TULARE**  
a Municipal Corporation

**SFT CAPITAL LP, A CALIFORNIA LIMITED  
PARTNERSHIP**  
**By: AHA Development Group, Inc., a  
California Corporation, Its General Partner**

By: \_\_\_\_\_  
Marc Mondell, City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Chief Deputy Clerk and Clerk of the Council  
Of The City of Tulare

*(Attach Notary Acknowledgments)*

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

State of California       )  
  )  
County of Tulare        )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

## SUBORDINATION

The undersigned as holder of the beneficial interest in and under that certain Deed of Trust recorded on January, 11, 2022, in the office of the Tulare County Recorder, as Document No. 2022-0002256 of which the Deed of Trust in, by and between SFT CAPITAL LP, a California Limited Partnership, as Trustor, FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee and D.R. HORTON CA3, INC. a Delaware Corporation, as Beneficiary, hereby expressly subordinates said Deed of Trust and its beneficial interest thereto to the foregoing Subdivision Agreement for the Final Map of KCOK Ranch No. 5 & 9.

DATED: \_\_\_\_\_, 20\_\_

**D.R. HORTON CA3, Inc., a Delaware Corporation**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Beneficiary to print/type document information, Name, Title  
and attach Notary Acknowledgment)

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

State of California       )  
  )  
County of Tulare        )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public



## EXHIBIT "A"

### Estimated Improvement Costs & Security Requirements KCOK 5 & 9

Bond Type	Required Bonding Amount
Performance Bond Amount* (10% of Completed Work + 100% of Uncompleted Work)	<u>\$6,281,079.20</u>
Payment Bond Amount* (50% of Uncompleted Work)	<u>\$3,140,539.60</u>
Maintenance Bond Amount** (10% of Required Improvements )	<u>\$628,107.92</u>

\* For a single combined performance and payment bond, bond amount shall equal the algebraic sum of the performance and payment bond amounts listed above.

\*\* Maintenance bond is required at the time the improvements are accepted by the City.

# EXHIBIT "B"

## Estimated Oversize Improvement Costs

KCOK 5 & 9

Item	Total Estimated Cost of Oversize Improvements
<b>Street Oversize Improvements, including but not limited to:</b> Street Name: <u>None</u> Material Cost for Supplemental Roadway Excavation (x" vs y") Material Cost for Supplemental Aggregate Base Material (x" vs y") Material Cost for Supplemental Asphalt Concrete Material (x" vs y") Supplemental Right-of-way Dedication (x s.f. vs y s.f.) Traffic Signal Improvements: Other:	\$0.00
<b>Sanitary Sewer System Improvements, including but not limited to:</b> Street Name: <u>SEMINOLE AVENUE &amp; MORRISON STREET</u> Material Cost for Supplemental Sewer Main Size (8" vs 10") Material Cost for Supplemental Sewer MH Size (Type II vs Type I) Lift Station Improvements: Force Mains:	\$ 16,370.00  \$16,370.00 \$0.00 \$0.00 \$0.00
<b>Storm Drain System Improvements, including but not limited to:</b> Street Name: <u>None</u> Regional storm drain mains (x" diameter) Regional storm drain manholes (Qty. = ) Ponding Basin (Land Cost, Excavation, Fencing, Frontage Improvements) Lift Station Improvements: Force Mains:	\$0.00  \$ - \$ - \$ - \$0.00 \$0.00
<b>Water System Improvements, including but not limited to:</b> Street Name: <u>SEMINOLE AVENUE &amp; MORRISON STREET</u> Material Cost for Supplemental Water Main Size (8" vs 12") Material Cost for Supplemental Water Appurtenances (8" vs 12") Well/Storage Tank Site (Land Cost, Frontage Improvements)	\$42,640.00  \$ 31,640.00 \$ 11,000.00 \$0.00
<b>Total Estimated Oversize Costs</b>	<b>\$59,010.00</b>

# EXHIBIT "C"

KCOK 5 & 9

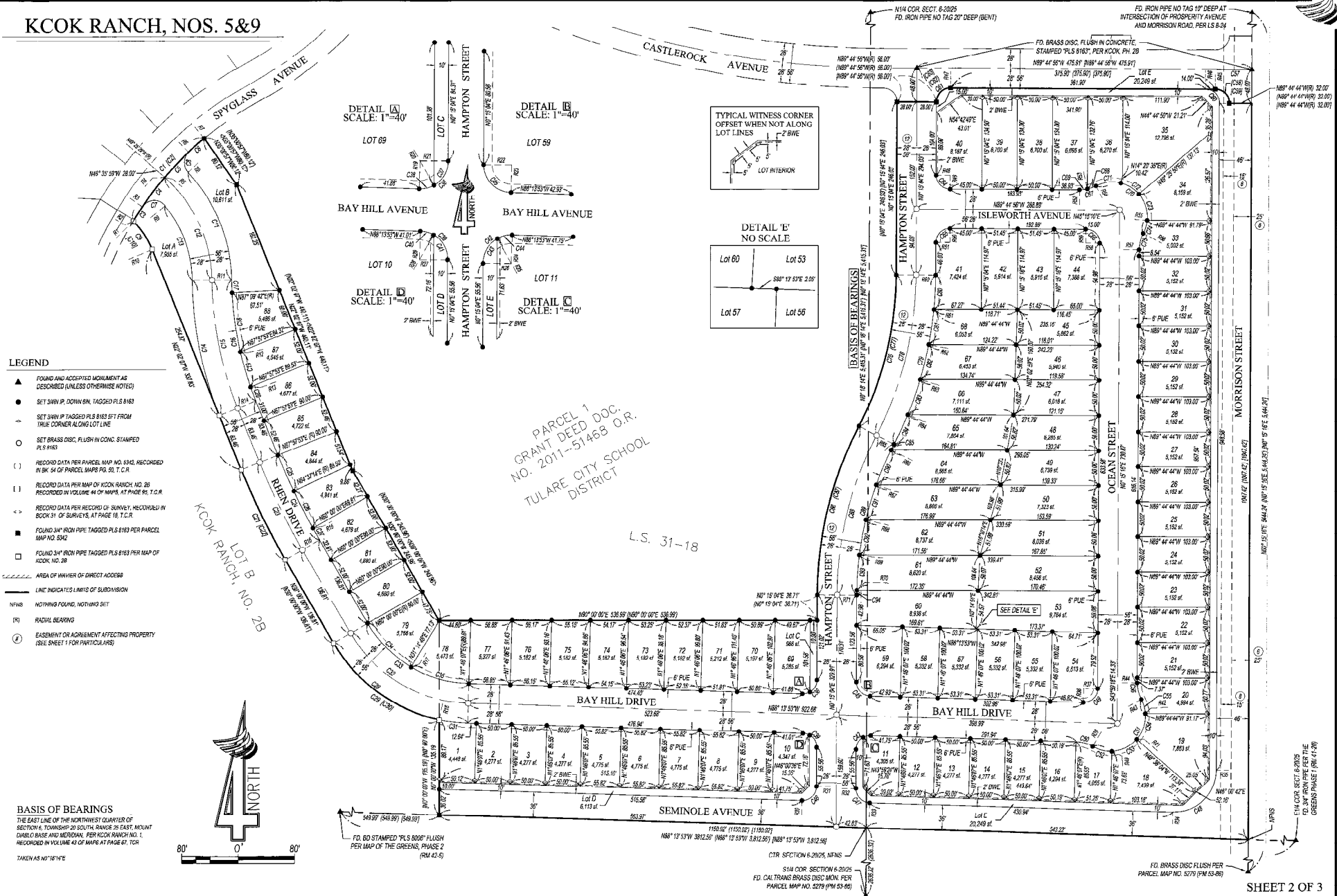
Account No.	Transac- tion No.	R/C No.	Description of Charge	Quantity	Unit Cost	Total Amount
<i>Inspection, Testing and Construction:</i>						
001-3247-001	1391	S-29	Public Inspection Fee	1	\$120,621.58	\$120,621.58
010-3265	3060		Backflow Test		\$91.00	\$0.00
010-3270-3	3073		Water Pressure Test	1	\$264.00	\$264.00
010-3270-004	3074		Water Purity Sample	16	\$227.00	\$3,632.00
<i>Front Foot Fees</i>						
015-3265	3420		Sewer Front Foot		\$28.00	\$0.00
010-3265	3060		Water Front Foot		\$19.00	\$0.00
001-3265	9260		Street Front Foot			\$0.00
<i>Benefit Districts</i>						
001-3252-002	1472	S-37	Benefit District Creation		\$1,458.00	\$0.00
015-260-047	9260		Del Lago - Hillman St			\$0.00
<i>In-Lieu Fees</i>						
						\$0.00
<i>Non-Bonded Improvements</i>						
001-3266-000	1611		Street Signs (Street Names per blade)	18	\$276.00	\$4,968.00
<i>Other</i>						
001-3120-2	1252		Street Easement/Abandonment		\$1,791.00	\$0.00
TOTAL						\$129,485.58
LESS PREVIOUSLY PAID						\$0.00
LESS CREDITS						\$0.00
AMOUNT DUE						<u>\$129,485.58</u>

# EXHIBIT "D"

## Minimum Insurance Requirement, Converge Types, and Amounts KCOK 5 & 9

Coverage Afforded	Limits of Liability
Worker's Compensation:	Statutory
Commercial General Liability Insurance Including:	\$2,000,000 Bodily Injury and Property Damage, Combined Single Limit
a) Products & Completed Operations	
b) Blanket Contractual	
c) Explosion, Collapse & Underground Hazard	
Automobile Liability Insurance including:	\$2,000,000 Bodily Injury and Property Damage, Combined Single Limit
a) Non-owned	
b) Leased	
c) Hired Vehicles	

KCOK RANCH, NOS. 5&9







# Staff Report

**Meeting:** City Council

**Date:** February 6, 2024

**Item #: 8.1**  
**Public Hearing**

**Department:** Community Development - Housing

**Submitted by:** Gladys Avitia, Housing and Grants Specialist

**Agenda Title:** Substantial Amendment to Fiscal Year 2023 Action Plan

## RECOMMENDED ACTION

Adopt resolution as presented to reallocate \$100,000 of Community Development Block Grant funds from Public Infrastructure activity to Affordable Housing activity, reprogram unutilized funds to activities under the Fiscal Year 2024 Action Plan, and modify the scope of work of a public service activity.

## SUMMARY

The Community Development Block Grant (CDBG) Program is authorized under Title I of the Housing and Community Development Act of 1974. Its primary objective is the development of viable urban communities through distinct national objective and eligible activities. On May 2<sup>nd</sup>, 2023, City Council adopted a resolution approving the CDBG Annual Action Plan (AAP), which allocated the following:

Category	Activity Name	Budget
Public Infrastructure and Facilities	Planning Project – Apricot & Academy	\$462,255
Public Services	1. Case Manager at the Santa Fe Commons 2. Licensed Clinical Social Worker (LCSW) for the Encampment Resolution Project	1. \$20,000 2. \$90,313
Affordable Housing	Minor Home Rehabilitation Program	\$127,400
Program Administration and Planning	<ul style="list-style-type: none"><li>Management, Oversight and Coordination Duties, Public Information, Advertising, Supplies, and Training with Housing and Grants Division</li></ul>	\$146,070
<b>Total CDBG funds available in Fiscal Year 2023</b>		<b>\$846,038</b>

The U.S. Department of Housing and Urban Development (HUD) requires entitlement communities to develop a citizen participation plan, which describes how the City of Tulare will involve residents in the planning, implementation, and assessment of how CDBG funds are used. Under the Fiscal Years (FY) Citizen Participation Plan, a substantial amendment shall be initiated when there is a change in excess of 25% of an activity's original approved budget or a change in the purpose, scope, location, or beneficiaries of an activity.

To address the cancellation of a planned activity and a hiring shortfall that alters a scope of work for a public services activity, the City must develop and garner approval of a substantial amendment to the action plan. The public infrastructure project was not implemented this fiscal year as intended, largely because bids for the project far exceeded the available budget. Without comparable projects available to expend the funds allocated to the original infrastructure project prior to the end of the current fiscal year, staff recommend an assignment of a portion of the funding to the existing Affordable Housing Project and reprogramming the remaining amount in the next fiscal year. Additionally, the subrecipient, Kings View, was unable to hire a licensed clinical social worker in a reasonable timeframe. As a result, City staff propose adjusting the scope of work so the existing subrecipient may deliver an adequate array of services for the same focus population. The table below shows only the proposed adjustments:

Category	Activity Name	Budget
Public Infrastructure and Facilities	Engineering Project – Apricot & Academy	repurpose \$100,000 to the Affordable Housing Project
Affordable Housing Preservation	Habitat for Humanity of Tulare / Kings Counties	Increase by \$100,000 to \$224,000
Public Services	Kings View – Licensed Clinical Social Worker (LCSW) as a Care Consultant for the ERF project	Unchanged and apply financing for services of a Case Manager / Housing Navigator.

## **FISCAL IMPACT & FUNDING SOURCE(S)**

Community Development Block Grant Funding for Fiscal Year 2023 (Fund 077)

## **LEGAL REVIEW**

This item does not require legal review.

## **ALTERNATIVE ACTION**

1. Approve with changes: Adopt the resolution and accepting changes to the 2023 Annual Action Plan.
2. Deny: Reject the proposed 2023 Substantial Amendment and choose not to proceed with public service and public infrastructure projects.
3. Table: This will delay the submission of a 2023 Substantial Amendment and expenditures, which in turn may place the City out of compliance with the U.S. Department of Housing and Urban Development.

If a proposed substantial amendment is not adopted at this or a subsequent meeting, then the City risks non-compliance with their Citizen Participation Plan and expenditure timeliness.

**ATTACHMENTS**

1. Resolution
2. Substantial Amendment to Fiscal Year 2023 Action Plan

Reviewed/Approved: 

RESOLUTION 2024-XX

**A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE  
ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2023  
ANNUAL ACTION PLAN (AAP) AMENDMENT TO REALLOCATE \$100,000 OF  
CDBG FUNDS FROM PUBLIC INFRASTRUCTURE ACTIVITY TO AFFORDABLE  
HOUSING ACTIVITY, REPROGRAM UNUTILIZED FUNDS TO ACTIVITIES UNDER  
THE FISCAL YEAR 2024 AAP, AND MODIFY THE SCOPE OF WORK OF A PUBLIC  
SERVICES ACTIVITY**

**WHEREAS**, the City of Tulare is designated an entitlement jurisdiction by the U.S. Department of Housing and Urban Development (HUD) to receive an annual allocation of Community Development Block Grant (CDBG) funds for implementing projects and programs within the City; and

**WHEREAS**, the CDBG Program was established under Title 1 of the Housing and Community Development Act of 1974, as amended, to assist in developing viable, urban communities by providing decent housing, a sustainable living environment, and promoting economic development that benefit primarily low- and moderate-income persons; and

**WHEREAS**, on May 2, 2023, the City Council adopted the CDBG Annual Action Plan (AAP) for Fiscal Year (FY) 2023, through resolution 2023-12 , with an estimate of total available resources derived from City's annual allocation and estimates of CDBG program income and funds remaining from the previous program year to projects involving public infrastructure and facility improvements, the preservation and development of affordable housing, the provision of public and homeless services, and CDBG Program Administration.

**WHEREAS**, the proposed Amendment to the FY 2023 AAP identifies changes to planned activities and budgets as follows: public services activities in the amount of \$109,013; an affordable housing preservation program in the amount of \$224,000; and, program administration expenses in the amount of \$145,370; and

**WHEREAS**, the proposed Amendment to the FY 2023 AAP identifies scope of work changes to a planned public service activity.

**WHEREAS**, the proposed Amendment to the FY 2023 AAP identifies the cancellation of a planned public infrastructure activity.

**WHEREAS**, to notify the public and garner input on a proposed Amendment to 2023 Annual Action Plan, City staff issued a public notice on January 5, 2024, in the Visalia Times Delta and Tulare Advance Register, distributed a draft of the proposed amendment to local organizations, and posted a draft of the proposed amendment on a Community Development Department webpage; and

**WHEREAS**, the public comment period, public meeting on January 17, and public hearing on February 6 regarding the proposed amendment to the 2023 AAP was duly noticed in a newspaper of general circulation.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Tulare, as follows, to wit:

**Section 1.** The City Council hereby adopts the 2023 Annual Action Plan Amendment as presented..

**PASSED, APPROVED, AND ADOPTED** on this 6<sup>th</sup> day of February 2024.

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TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK

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By Melissa Hermann, Chief Deputy City Clerk



# City of Tulare

## PY 2023 Annual Action Plan

### Amendment I



City of Tulare  
Community Development Department  
411 East Kern Avenue  
Tulare, CA 93274

Annual Action Plan

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The Fiscal Year (FY) 2023-2024 Annual Action Plan directs the use of the City's annual allocation of \$721,914 CDBG funds, approximately \$5,100 in available CDBG program income, \$66,490 in CDBG funds remaining from the previous program year to projects that meet CDBG national objectives and needs established in the City's Consolidated Plan for 2020-2024. Proposed projects and their funding levels include the following: \$462,255 for public infrastructure and facility improvements; \$109,013 for homeless services; \$224,000 for affordable housing preservation; and, \$145,370 for CDBG program administration, planning, and fair housing efforts. Collectively, the City anticipates \$788,404 in total resources for the implementation of eligible activities in the coming program year.

~~Per Notice CPD-23-01, issued by the Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD) on February 9<sup>th</sup>, 2023<sup>1</sup>, CDBG formula grantees, including the City of Tulare, must adhere to guidance on submitting an Annual Action Plan for FY 2023. Grantees should not submit their Annual Action Plan until the actual 2023 grant amounts have been determined and announced by HUD. The City of Tulare is electing to conduct citizen participation on its draft Annual Action Plan (with estimated funding amounts) according to a normal timetable and citizen participation procedures. The funding levels shown for FY 2023 proposed projects are estimated amounts, and once the actual 2023 grant amount is known, one or more of the proposed activities' budgets will be proportionally increased or decreased from the estimated funding levels to match actual allocation amounts. Any increase or decrease in funding to match actual allocation amounts will be applied to the Public Infrastructure Improvements or Minor Home Rehabilitation activity.~~

Two activities encountered factors that require a formal review by community and City Council members. First, a street and utility system improvement activity, will not proceed due to challenges with construction costs and local financing. City Staff recommend that the obligated CDBG funds to this activity, \$408,621 in total, are reallocated to other eligible activities where possible. City staff propose adding at least \$100,000 of this unutilized total to the affordable housing preservation activity. Additionally, a subrecipient was unable to hire for a planned licensed clinical social worker position. To address this hiring shortfall, City staff propose adjusting the scope of work so the existing subrecipient may deliver comparable services for the focus population of unhoused people at the Temporary Encampment Area. If adopted, this amendment will account for budgetary and project scope changes and permit total

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<sup>1</sup> Notice CPD-22-05: Guidance on Submitting Consolidated Plans and Annual Action Plans for FY 2023 – available at <https://www.hudexchange.info/resource/6823/notice-cpd-23-01-guidance-on-submitting-consolidated-plans-and-annual-action-plans-fy-2023-pre-award-waiver/>

expenditures in the amount of about \$478,383 across four eligible activities on or before June 30, 2024.

## Executive Summary

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

The CDBG Program is administered by the U.S. Department of Housing and Urban Development (HUD), and is authorized under Title 1 of the Housing and Community Development Act of 1974 (HCDA), as amended. HUD provides technical assistance and monitors participating jurisdictions to facilitate compliance with CDBG program requirements. The regulations implementing the CDBG Program are in the Code of Federal Regulation: 24 CFR Part 570. Each year, HUD allocates CDBG funds directly to local jurisdictions with a population greater than 50,000.

Jurisdictions must use CDBG program funds to develop viable urban communities through activities and projects that provide decent housing, a suitable living environment, and/or expand economic opportunities. The projects, programs, and/or public services implemented by local jurisdictions must meet one of the following three National Objectives: 1) benefit low/moderate-income (LMI) persons; 2) prevent or eliminate slums and blight; or 3) meets an urgent need. The City requires all CDBG-funded projects and programs meet the primary National Objective of benefiting low- and moderate-income households. Projects that serve special populations such as seniors, people experiencing homelessness, and people with a disability, are also prioritized.

To receive its entitlement funding from HUD, the City is required to approve an Annual Action Plan for each fiscal year. The Annual Action Plan (AAP) describes how the City intends to invest its CDBG funds to meet the needs and goals identified in their existing Consolidated Plan (2020-2024). The City will commit its 2023 allocation in the amount of \$721,914, about \$66,490 in available program income, and approximately \$5,100 of its allocation remaining from the previous Program Year (PY), to PY 2023 projects and activities that will begin on or after July 1, 2023, and end on or before June 30, 2024. A total of about \$788,404 is available for the City Council, with public comment and review, to apply to individual projects and activities proposed by local nonprofit organizations, other government agencies, and/or City Departments.

Per Notice CPD-22-05, issued by the Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD) on March 25th, 2022, CDBG formula grantees, including the City of Tulare, must adhere to guidance on submitting an Annual Action Plan for FY 2023. Grantees should not submit their Annual Action Plan until the actual 2023 grant amounts have been determined and announced by HUD. The City of Tulare is electing to conduct citizen participation on its draft Annual Action Plan (with estimated funding amounts) according to a normal timetable and citizen participation procedures. The funding levels shown

for FY 2023 proposed projects are estimated amounts, and once the actual 2023 grant amount is known, one or more of the proposed activities' budgets will be proportionally increased or decreased from the estimated funding levels to match actual allocation amounts. Any increase or decrease in funding to match actual allocation amounts will be applied to the Academy and Apricot Street and Utility Improvements or Minor Home Rehabilitation.

The proposed amendment to the FY 2023 Action Plan decreases the total anticipated resources for the fiscal year to \$788,404 and reallocates unutilized funds from one activities to affordable housing preservation.

## 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

**Provide Homeless & Public Services:** Use CDBG funds to establish agreements with local organizations to provide outreach, case management, connections to transitional and permanent supportive housing, and financial relief and other services to people experiencing homelessness or at-risk of becoming homeless. And commit CDBG funds to support the preservation and restoration of facilities, housing, and other assets within neighborhoods serving particular low- and moderate-income households in the City.

**Preserve and Develop Affordable Housing:** Use CDBG funds to preserve the City's existing stock of affordable housing units through largely minor and substantial rehabilitation programs and individual projects, and, where feasible, invest in site improvements to facilitate the development of new affordable housing units.

~~Accomplish Public Infrastructure & Facility Improvements: Use of CDBG funds to accomplish physical infrastructure (e.g., roadways, sidewalk, lighting) and facilities (e.g., parks) improvements in low- and moderate-income residential neighborhoods within the City of Tulare. Projects may address safety, environmental, and/or regulatory needs.~~

**Foster Economic Development:** Use CDBG funds to support initiatives that offer job training and foster employment opportunities for low- and moderate-income households and people experiencing or at-risk of homelessness.

**Provide CDBG Program Administration & Planning:** Use CDBG funds to account for City staff's planning, implementation, and oversight of the local CDBG program and the associated subrecipient agreement / relationships with local nonprofit, public agency, and City Department partners. Moreover, support standard operating and planning costs related to fair housing and implementation (e.g., postage, public noticing, training).



### 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

In the spring of 2020, the City compiled comprehensive input from the public, provider organizations and agencies, and other stakeholders in the preparation of the 2020-2024 Consolidated Plan, which included an evaluation of outcomes of previous Program Years and the identification of priority needs. In the summer of 2020, the City evaluated the outcomes of Program Year 2019 projects and activities in the most recent Consolidated Annual Performance and Evaluation Report (CAPER). The report compared the objectives and outcomes identified in the Annual Action Plan to previous years and included an overall assessment of ongoing performance on measurable indicators within the ConPlan. CDBG reports on the last five-years of projects and activities are available for public review on the City's website at: <https://www.tulare.ca.gov/government/departments/community-economic-development/housing-cdbg-services/reports>.

Additionally, the City incorporated an assessment of activities and projects from the current 2022 Program Year and information from the Annual Housing Element Progress Report. The successes and challenges with the implementation of CDBG activities from July 1, 2022, to-date, offers guidance on how to meet ConPlan goals, while improving upon the implementation of forthcoming CDBG activities.

### 4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

**Consultation / Notice of Funding Availability:** Department of Housing & Community Development Department staff held a Request for Proposal (RFP) period to receive comments and/or proposals for projects in Fiscal Year (FY) 2023. A public notice was published on Wednesday, February 15, 2023, in local newspapers to announce the RFP, public meeting, and resources to support an application for funding. The Department called for qualifying organizations and individuals to review the informational RFP handbook and other resources, schedule a meeting with Department staff, and apply for FY 2023 funds on or before Friday, March 17, at 12:00 PM PST (See Appendix A for copies of RFA Public Notice, Handbook, and Application). In total, the City received seven (7) complete applications proposing activities to address homelessness, affordable housing, and public infrastructure and facility improvements. Department staff evaluated applications according to CDBG Program national objectives and standards, the City's ConPlan, and other eligible criteria.

**Public Meetings:** Community Development Department staff held two public meetings on **Wednesday, March 1 and Wednesday, March 8, 2023**, to discuss the RFP for CDBG Program Year 2023, the CDBG

Program, and goals within the City's ConPlan. The meeting offered both in-person and virtual participation options. A total of one individual attended these public meetings, stating an interest in fair housing. Department staff published the particular notice and distributed through partner listservs' beginning February 15, 2023, more than 10 days before the meeting. The Department held two additional public meetings on **Wednesday, April 12 and Wednesday, April 19, at 5:15 PM** to review the proposed 2023 Annual Action Plan and to receive comments. Department staff issued a second public notice on March 29, 2023, to announce a 30-day public review and comment period, exclusively for proposed FY 2023 projects with estimated funding levels. The May 2nd public meeting was identified in this particular notice and announced via email listserv outreach. Staff published and distributed a copy of this public notice beginning March 29, 2023, more than 12 days before the public meeting.

Community Development Department staff also held a public meeting on Wednesday, January 17th, 2024, for residents and other stakeholders to learn about and comment on the proposed substantial amendment to the FY 2023 Annual Action Plan. The meeting was open to public and held at the Tulare Public Library from 5:15 to 6:00 PM PST.

**Public Hearings:** Department staff scheduled a public hearing on **Tuesday, May 2, 2023**. This public hearing provided an opportunity for the City Council members to receive comments on the proposed FY 2023 Annual Action Plan prior to formal adoption. Public hearings operated with both in-person attendance and virtual participation via YouTube at [www.youtube.com/channel/UCdWZiv2o7do1JY0OvGe1\\_aw/videos](http://www.youtube.com/channel/UCdWZiv2o7do1JY0OvGe1_aw/videos). For those at-home and wishing to provide comments during a council meeting, instructions were given to call (559) 366-1849. A copy of the locally distributed public notice, a draft of the proposed 2023 Annual Action Plan, and instructions on how to review said documents and participate in the public hearings, was posted at the entrance of the Tulare Public Library Council Chambers, on the City website, and on the Agenda for the City Council Meetings on May 2, 2023.

The City Council also held a public hearing on Tuesday, February 6, 2024, to review the proposed amendment to the 2023 Action Plan and receive public comments prior to adoption by Resolution.

**Public Review and Comment:** The City requested input from the public on the proposed projects and their respective budgets under the 2023 Annual Action Plan. A 30-day public review and comment period began on Wednesday, March 29, 2023, and concluded on Tuesday, May 2, 2023. The proposed 2023 Annual Action Plan was available at Tulare City Hall and on the Community Economic and Development Department webpage at -

<https://www.tulare.ca.gov/government/departments/community-economic-development/housing-cdbg-services/public-notice>

The City requested input from the public on the proposed reallocation of funds under the 2023 Annual Action Plan. A 30-day public review and comment period began on **Friday, January 5, 2024** and concluded on **Tuesday, February 6, 2024**. A document explaining the substantial amendment is available at Tulare City Hall and on the Community Development Department website at:

<https://www.tulare.ca.gov/government/departments/community-development/housing-grants-services/public-notice>

An English and Spanish public notice was published in the Tulare Advance Register and Visalia Times Delta newspapers on January 5, 2023. The public notices and a draft of the FY 2023 Action Plan Amendment was available at City Hall and posted on the Department of Community Development's webpage at <https://www.tulare.ca.gov/government/departments/community-development/housing-grants-services/public-notice>

## 5. Summary of public comments

According to the results of the ConPlan Survey, public meetings, and outcomes of the 2023 RFP, priority needs identified by residents and service providers included:

- **Public Infrastructure and Facility Improvements:** Street, sewer, water system repairs and/or reconstruction, together with the installment of accessible sidewalks, curbs, and ramps. As well as, the restoration of public park amenities and landscaping.
- **Provision of Homeless Services:** Offering of behavioral, primary, and mental health care services, together with homeless prevention, direct outreach, case management, and housing placement services to emergency shelter, transitional, and/or permanent supportive housing.
- **Preservation and Development of Affordable Housing:** Rehabilitation of single- and multi-family units occupied by seniors, persons with special needs, and low- and moderate-income households, including specific repairs and/or the installation of new building features.

**Public Hearings.** The City held four public hearings prior to the adoption of the 2020-2024 ConPlan and two public hearings for the adoption of the 2023 Annual Action Plan, [one public hearing for the adoption of a substantial amendment of the 2023 AAP](#). City Council and Department Staff received no comments during the public hearings on the ConPlan and the 2023 Action Plan.

## 6. Summary of comments or views not accepted and the reasons for not accepting them

The City of Tulare and Department staff reviewed and considered all comments and proposals for activities / projects when developing the FY 2023 Annual Action Plan.

## 7. Summary

(See Appendix A for a full summary of citizen participation)

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following agency/entity is responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

**Table 1 – Responsible Agencies**

Agency Role	Name	Department/Agency
CDBG Administrator	TULARE	Community Development Department

### Narrative

The City of Tulare (City) is the Lead Agency for the United States Department of Housing and Urban Development (HUD) entitlement programs. The City's Community Development Department is responsible for administering the funds it receives under the Community Development Block Grant (CDBG).

### Consolidated Plan Public Contact Information

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Housing and Grants Specialist  
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411 East Kern Avenue  
Tulare, CA 93274  
(559) 684-4222  
[gavitia@tulare.ca.gov](mailto:gavitia@tulare.ca.gov)

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

The City composed the FY 2023 Annual Action Plan based on the needs within the City's 2020-2024 Consolidated Plan (Con Plan), an evaluation of FY 2022 project outcomes, and ongoing consultations with the public and a variety of community-based organizations (CBO) and other stakeholders. Comprehensive engagement and opportunities for input across City departments and with public officials, local residents, CBOs, and business entities within the City of Tulare informed the establishment of the ConPlan goals and those within Annual Action Plans. [The City held a public meeting and hearing for stakeholders to review and comment on the proposed amendment to the 2023 Annual Action Plan. Actions taken by the City are consistent with the City's Citizen Participation Plan which is incorporated into the ConPlan as Appendix PR-15 \(page 28\).](#)

### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

The City continues to collaborate with the Housing Authority of Tulare County (HATC) on the Housing Choice Voucher Program. Information on State, County and local programs is promoted on the City's website to interested property owners, realtors and lenders. In 2022, HATC issued 406 Section 8 Housing Choice Vouchers, 17 Section 8 Project Based Vouchers, 13 VA Supportive Housing (VASH) program voucher, 1 Section 811 Mainstream Voucher, and 1 Emergency Voucher in the City of Tulare. Additionally, the City remains in contract with the Self-Help Enterprises to administer a first-time homebuyer and an owner-occupied rehabilitation program for income eligible individuals and households. Using principally HOME Program grant funds and program income from both HOME and Calhome loan portfolios, the City and Self-Help Enterprises provided three (3) homebuyer assistance loans to Tulare households in calendar year 2022.

City Council members and City Staff participate in the monthly meetings of the Tulare County Taskforce on Homelessness. Representation on this taskforce includes a County Supervisor, County Health and Human Services Agency staff, elected officials and staff from each jurisdiction in the county, various service providers (e.g., health, mental health, and behavioral health), the Continuum of Care lead agency, the HATC, affordable housing management and development organizations, and other stakeholders in the region. Over the last several program years, task force members identified ongoing efforts to meet service needs amidst the Covid-19 pandemic, progress at Project Roomkey and Homekey sites, and initiatives within each jurisdiction to serve unsheltered



residents. Investment in FY 2022 and 2023 of federal and state grant funds support a street outreach and housing navigation project, short term rental assistance, as well as the construction of 88 rental units for low- and moderate-income households, of which, 12 are reserved for formerly unhoused people.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The Kings/Tulare Homeless Alliance (Alliance) serves as the local Continuum of Care for Kings and Tulare counties. The Alliance is comprised of a group of service providers, advocates, public agencies, and currently / formerly homeless individuals to address the needs of the people experiencing homelessness in the Kings and Tulare Bi-County regions. The City of Tulare collaborates with the Alliance, by actively participating in monthly Alliance meetings, consulting on new and existing programs within the City, and sharing information on best practices in order to enhance existing services. And across multiple fiscal years, the City committed CDBG funds to support direct outreach and housing placement services, as well as, to facilitate a local initiatives navigation center event for people experiencing homelessness. Most recently, the City of Tulare and five partner organizations, including the Alliance, applied to a state of California Encampment Resolution Funding (ERF) Program in December 2021 and again in February 2023. The ERF Program called for project proposals with goals to achieve improvements to health and safety conditions within target homeless encampments and the creation of meaningful paths to stable housing for the unsheltered residents. The City's first project plan and funding request of \$1,566,604 was selected for award by the California Interagency Council on Homelessness (Cal ICH) in February 2022. The City committed CDBG funds in FY 2022-2023 to support the deployment of three (3) full time case managers within this ERF project. A second ERF application in the amount of \$4.2 million involved strategies to scale field services for a larger than anticipated target population and to expand interim and permanent housing options for unhoused clients on the existing ERF project. To-date, a total of 24 people, about 10 percent of target population, secured interim and/or permanent housing. The City was also awarded \$144,000 in HHAP 4 funds in November 2022 for continued deployment of three (3) full-time case managers / housing navigators.

Additional partner agencies and commitments regarding services and housing options for people experiencing homelessness include:

- Tulare County Homeless Taskforce on Homelessness – membership in this planning and information sharing entity.

- Eden House – financial investment in the staffing and operating costs at this bridge housing facility with beds and wrap around services for up to 22 chronically homeless individuals with a disability, of which, 5 beds are reserved for unsheltered residents from the City of Tulare.
- Kings View – financial investment in their outreach, case management, and housing placement services for people experiencing homelessness.
- Family Services of Tulare County – financial investment in their outreach, case management, and resource provisions for people experiencing homelessness and to 12 formerly homeless individuals housed with vouchers under the Tulare Housing First Program.
- Self-Help Enterprises – financial investment in the administration of affordable housing programs (e.g., down payment assistance, owner occupied rehabilitation), as well as, the development of new units for low- and moderate-income individuals and households.
  - Commitment of Housing Successor Agency funds, \$1,000,000, to the development of the Santa Fe Commons project, when complete, will offer approximately 137 units, a mix of one-, two-, and three-bedroom, units for LMI households.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Not applicable. The City of Tulare is not a direct recipient of ESG funds.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

Table 2 identifies the consultations that informed the 2020-2024 Consolidated Plan and proposed FY 2023 Annual Action Plan.

**Table 1 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	<b>Fair Housing Council of Central California</b>
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Impediments to Fair Housing Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency provided information on the needs of households requiring fair housing services and on the region's strategy to address impediments.
2	<b>Agency/Group/Organization</b>	<b>Kings/Tulare Homeless Alliance (CoC # 513)</b>
	Agency/Group/Organization Type	Continuum of Care Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs – (Chronically homeless/ Families with children/ Veterans/ Unaccompanied youth)
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Regional CoC Executive Director, Coordinated Entry Manager, and other staff provided information on the status and needs of the homeless population, as well as input on the current initiatives to provide relief and minimize the occurrence of homelessness.
3	<b>Agency/Group/Organization</b>	<b>State of California</b>
	Agency/Group/Organization Type	Other government – State
	What section of the Plan was addressed by Consultation?	Economic Development Market Analysis Demographics Lead-based Paint Strategy
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	State Departments provided technical assistance on grant programs, management best practices, and data on employment and market trends, affordable housing development, population demographics, and lead poisoning.
4	<b>Agency/Group/Organization</b>	<b>Housing Authority of the County of Tulare</b>
	Agency/Group/Organization Type	Public Housing Authority
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy

	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided information on the status of Housing Choice Voucher programs, their subsidized properties within the City, and other initiatives to address housing insecurity and homelessness.
5	<b>Agency/Group/Organization</b>	<b>County of Tulare</b>
	Agency/Group/Organization Type	Other government – County
	What section of the Plan was addressed by Consultation?	Economic Development Demographics
		Lead-based Paint Strategy Needs Assessment Strategic Plan Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Staff in various County Departments provided information on social welfare programs (e.g., CalWorks, CalFresh), small business and job-training programs, and data on recent market, demographic, and homelessness trends.
6	<b>Agency/Group/Organization</b>	<b>City of Tulare</b>
	Agency/Group/Organization Type	Other government – Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	City staff and City Council Members conducted a comprehensive campaign to garner input from the public and other stakeholders in order to develop the 2020-2024 ConPlan and implement individual projects and activities under the Action Plans in 2020 and 2021.
7	<b>Agency/Group/Organization</b>	<b>Tulare Chamber of Commerce</b>
	Agency/Group/Organization Type	Economic development
	What section of the Plan was addressed by Consultation?	Market needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Received information on the current local job and business market and input from the CEO on needs and interventions for the business community.
8	<b>Agency/Group/Organization</b>	<b>The Lighthouse Rescue Mission</b>
	Agency/Group/Organization Type	Housing Services – Homeless Services – Housing Services - Children
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan Homelessness Needs (chronically homeless/ families with children/unaccompanied youth) Homelessness Strategy
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Staff provided an update on the status of the organization's services and existing housing offerings and input on the type of investments the City should pursue under Action Plans concerning emergency, transitional, and permanent supportive housing.
9	<b>Agency/Group/Organization</b>	<b>Family Service of Tulare County</b>
	Agency/Group/Organization Type	Services – Homeless Services – Housing Services - Victims of Domestic Violence Services - Children
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan Homelessness Needs (Chronically homeless) Homelessness Strategy



	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Representative(s) completed the community needs survey and informed the development of the 2020-2024 ConPlan. Staff also shared progress reports on their existing program within the City and information on ongoing needs.
10	<b>Agency/Group/Organization</b>	<b>Kings View Corporation</b>
	Agency/Group/Organization Type	Services – Homeless Services Services – Mental Health Services – Drug and Alcohol Treatment Services – Behavioral Health Regional organization
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan Homelessness Needs (Chronically homeless/ families with children/unaccompanied youth) Homelessness Strategy
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Representative(s) completed the community needs survey and informed the development of the 2020-2024 ConPlan. Staff also shared progress reports on their existing program within the City and input on ongoing needs.
11	<b>Agency/Group/Organization</b>	<b>United Way of Tulare County</b>
	Agency/Group/Organization Type	Housing Services - Education Services – Homeless Services – Housing
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan Homelessness Needs (Chronically homeless/ families with children/Unaccompanied youth) Homelessness Strategy

	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Representative(s) completed the community needs survey and informed the development of the 2020-2024 ConPlan. Staff also shared progress reports on their existing program within the City and input on ongoing needs.
12	<b>Agency/Group/Organization</b>	<b>Tulare Unified City School District</b>
	Agency/Group/Organization Type	Services - Education Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan
		Homelessness Needs (chronically homeless/ families with children/unaccompanied youth) Homelessness Strategy
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Organization was contacted via email and asked to complete community needs survey for input in the development of the Con Plan.
13	<b>Agency/Group/Organization</b>	<b>Self-Help Enterprises</b>
	Agency/Group/Organization Type	Housing Services - Education Services – Housing Regional organization
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan Economic Development Regional organization
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Organization was contacted via email and asked to complete community needs survey for input in the development of the Con Plan. Representative(s) shared progress reports on their existing program within the City and input on ongoing needs.
14	<b>Agency/Group/Organization</b>	<b>Habitat for Humanity of Tulare/ Kings Counties</b>

	Agency/Group/Organization Type	Housing Regional organization
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan Non-homeless special needs
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives completed community needs survey and participated in community workshops to inform the 2020-2024 ConPlan. Representative(s) shared progress reports on their existing program within the City and input on ongoing needs.
15	<b>Agency/Group/Organization</b>	<b>Altura Centers of Health</b>
	Agency/Group/Organization Type	Services - Health
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Representative(s) attended a community meeting and completed community needs survey to provide input to in the development of the 2020-2024 ConPlan.
16	<b>Agency/Group/Organization</b>	<b>Tulare Senior Center</b>
	Agency/Group/Organization Type	Services - Elderly Persons
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan Non-homeless special needs
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Representative(s) attended a community meeting and provided input to help develop the 2020-2024 ConPlan.
17	<b>Agency/Group/Organization</b>	<b>Grandma's House - A Vision of Hope</b>
	Agency/Group/Organization Type	Services - After School Tutoring

	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	CEO and founder attended a community meeting held at the Tulare Chamber of Commerce and provided input in the development of the 2020-2024 ConPlan.
18	<b>Agency/Group/Organization</b>	<b>Tulare Emergency Aid</b>
	Agency/Group/Organization Type	Services - Food Distribution Services - Rental/Mortgage and Utility Assistance
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Organization was contacted via email to complete the community needs survey and inform the development of the ConPlan. Representative(s) shared progress reports on their existing program within the City and input on ongoing needs.
19	<b>Agency/Group/Organization</b>	<b>AMVETS California Charities</b>
	Agency/Group/Organization Type	Veteran Service Organization
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Organization was contacted via email to complete the community needs survey and inform the development of the ConPlan
20	<b>Agency/Group/Organization</b>	<b>Workforce Investment Board of Tulare County</b>
	Agency/Group/Organization Type	Services - Job Training and Placement
		Regional organization
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan

	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives attended a community meeting and provided input in regard to the needs of job training and placement. Representative(s) shared progress reports on their existing program within the City and input on ongoing needs.
21	<b>Agency/Group/Organization</b>	<b>Environmental Protection Agency</b>
	Agency/Group/Organization Type	Other government – Federal
	What section of the Plan was addressed by Consultation?	HazMat Planning
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	City Planning and Housing & Grants staff reviewed HUD environmental databases to identify and mitigate the effects of any superfund sites and other dangerous / hazardous waste in the City. There are no superfund sites in the City.
22	<b>Agency/Group/Organization</b>	<b>AT &amp; T</b>
	Agency/Group/Organization Type	Telephone Company
	What section of the Plan was addressed by Consultation?	Digital Divide
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided information on the available broadband services and special programs to income eligible households.
23	<b>Agency/Group/Organization</b>	<b>Frontier</b>
	Agency/Group/Organization Type	Non-profit
	What section of the Plan was addressed by Consultation?	Digital Divide

	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided information on the available broadband services and special programs to income eligible households.
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**Identify any Agency Types not consulted and provide rationale for not consulting**

N/A

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

**Table 3 – Other local / regional / federal planning efforts**

<b>Name of Plan</b>	<b>Lead Organization</b>	<b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>
Continuum of Care	Kings/Tulare Homeless Alliance	As the designated Continuum of Care, the Alliance is responsible for the planning process for the bi-county region which includes the City of Tulare. The City is an active partner with the Kings/Tulare Homeless Alliance (Alliance). The City also provide funding and works closely with the Alliance in an effort to support, create and sustain solutions that address homelessness in the City. The mission of the Alliance is to coordinate and leverage policy and resources that empower community partners to address homelessness in Kings and Tulare County. Through its mission, the Alliance sets forth priorities and local policies, facilitates initiatives and tracks performance of homeless programs a part of the region's system.
Housing Element – City of Tulare (2015-2023)	City of Tulare	Identifies existing housing stock condition, needs, and goals. Staff across multiple departments solicit CDBG eligible projects and programs to address preservation and development of housing for low and moderate-income households and special populations.



Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Capital Improvement Plan	City of Tulare	Identifies physical infrastructure and facility improvement needs, goals, and proposed projects for the City. Staff across multiple departments coordinate the use of CDBG funds in support of projects in low and moderate-income areas within the City.

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation**

#### **Summarize citizen participation process and how it impacted goal-setting**

**Public Meetings:** Community Development Department staff held two public meetings on **Wednesday, March 1, 2023 and Wednesday March 8, 2023**, to discuss the RFP for CDBG Program Year 2023, the CDBG Program, and the goals within the City's ConPlan. The meetings offered both in-person and virtual participation options. A total of one individual attended this public meeting, stating an interest in fair housing investment. The City notified the general public and local organizations of this meeting through published public notices, social media posts, and email listserv communications with an audience of several hundred agency staff. Department staff published the particular notice and distributed through partner listservs' beginning February 15, 2023, more than 10 days before the meeting. The Department held two additional public meetings on **Wednesday, April 12 and Wednesday, April 19, at 5:15 PM** to review the proposed 2023 Annual Action Plan and to receive comments. This meeting was open to the general public, local nonprofit organizations, public agencies, City Departments, and other stakeholders. Department staff provided both in-person and virtual participation options. Department staff issued a second public notice on March 29, 2023, to announce a final 30-day review and comment period, exclusively for proposed FY 2023 projects with their estimated funding levels. The April 12th and 19th public meetings were announced in this final published notice and via social media posts and email listservs. Staff published and distributed this notice beginning March 29, 2023, more than 12 days before the meeting. [The Department also held a public meeting on Wednesday, January 17, 2024 at 5:15 PM for stakeholders to learn about and comment on the proposed substantial amendment to the FY 2023 Annual Action Plan. In-person and virtual options to participate were available. The January 17th public meeting was announced in a published public notice on January 5th and via social media posts and email listservs.](#)

**Notices/Website:** Department staff issued a public notice on February 15 and March 29 ahead of each public meeting, including the required public hearings, in a local newspaper of general circulation (*Tulare Advance Register and Visalia Times Delta*). The first public notice introduced the Request for Proposals (RFP) period, which gave interested organizations 30-days to apply and identify their funding request. Staff also distributed the public notices with information on how to participate through the listservs of the Kings Tulare Homeless Alliance and the Tulare Chamber of Commerce, reaching an audience of several hundred. For the final 30-day public comment period, staff posted a copy of the public notice and a draft of the 2023 CDBG Action Plan at City Hall and on the Department's webpage at - <https://www.tulare.ca.gov/government/departments/community-economic-development/housing-cdbg-services/public-notices>.

**Public Hearings:** Department staff held a public hearing on **Tuesday, May 2, 2023**. These public hearings provided an opportunity for the City Council members to receive comments on the proposed FY 2023 Annual Action Plan prior to formal adoption. In-person attendance and virtual participation via YouTube at [www.youtube.com/channel/UCdWZiv2o7do1JY0OvGe1\\_aw/videos](https://www.youtube.com/channel/UCdWZiv2o7do1JY0OvGe1_aw/videos) was available. For those at-home and wishing to provide comments during a council meeting, instructions were given to call (559) 366-1849. A copy of the locally distributed public notice, a draft of the proposed 2023 Annual Action Plan, and instructions on how to review said documents and participate in the public hearings, was posted at the entrance of the Tulare Public Library Council Chambers, on the City website, and on the Agenda for the City Council Meeting on May 2, 2023. [And, the Department held another public hearing on Tuesday, February 6, 2024 for the City Council to receive comments on the proposed FY 2023 AAP amendment prior to adoption of changes by resolution.](#)

**Table 2 – Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted & reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/ broad community	Published a public notice in English & Spanish on February 15, 2023, requesting comments and proposals from residents and/or organizations interested in applying for or guiding the use 2023 CDBG funding.	See summary – <b>Appendix A</b>	All comments and/or applications were accepted.	N/A
2	Other	Non-targeted/ broad community	Distributed the February 15 <sup>th</sup> Public Notice, RFP Handbook, and Application to several hundred organizations via social media posts	Residents and representatives of community-based organizations called for homeless	All comments were accepted.	N/A

			and through multiple email listservs.	services, improvements to the supply of affordable housing, and fair housing education services.		
3	Public Meeting	Non-targeted/ broad community	Meetings March 1 <sup>st</sup> and 8 <sup>th</sup> – 5:15 PM - Requested public participation from residents and/or representatives of organizations interested in applying for or instructing the use 2023 CDBG funds	See summary – <b>Appendix A</b>	All comments were accepted.	N/A
4	Newspaper Ad	Non-targeted/ broad community	Published a public notice in English & Spanish on March 29, 2023, requesting comments from residents, organizations, and other stakeholders on the proposed projects and activities budgets under a 2023 Annual Action Plan.	See summary – <b>Appendix A</b>	All comments and/or applications were accepted.	N/A
5	Other	Non-targeted/ broad community	Distributed the March 29 <sup>th</sup> Public Notice and a draft of the 2023 Action Plan to several hundred organizations via social media posts and through multiple email listservs.	No comments received.	All comments were accepted.	N/A

6	Public Meeting	Non-targeted/ broad community	Meetings on April 12 <sup>th</sup> and 19 <sup>th</sup> – 5:15 PM - Requested public participation and comments from residents, representatives of organizations, and other stakeholders on the proposed projects and activities budgets under a draft 2023 Annual Action Plan.	See summary – <b>Appendix A</b>	All comments were accepted.	N/A
7	Public Posting	Non-targeted / broad community	All public notices, NOFA materials, and a draft of the 2023 Action Plan was available at City Hall and on the Department’s webpage.	No comments received.	All comments were accepted.	N/A
8	Public Hearing	Non-targeted / broad community	Held a hearing for public comment and/or adoption on the proposed 2023 Action Plan on May 2, 2023.	See summary – Appendix A	All comments were accepted.	N/A

9	Newspaper Ad	Non-targeted/ broad community	Published a public notice in English & Spanish on January 5, 2024, requesting comments from residents, organizations, and other stakeholders on proposed changes to activities and their budgets under an amendment to the 2023 Annual Action Plan.	No comments received.	All comments were accepted.	N/A
10	Other	Non-targeted/ Broad Community	Distributed the January 6 <sup>th</sup> Public Notice and a draft of the 2022 Action Plan amendment to several hundred organizations via social media posts and through multiple email listservs.	No comments received.	All comments were accepted.	N/A
11	Public Posting	Non-targeted / broad community	Copy of public notice and a draft of the 2023 Action Plan amendment was available at City Hall and on the Department's webpage.	No comments received.	All comments were accepted.	N/A
12	Public Meeting	Non-targeted/ broad community	Meeting January 17 <sup>th</sup> – 5:15 PM - Requested public participation and comments from residents, representatives of organizations, and other	See summary – <b>Appendix A</b>	All comments were accepted.	N/A

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13	Public Hearing	Non-targeted / broad community	<p>stakeholders on the proposed changes to activities and their budgets under an amendment to the FY 23 AAP.</p> <p>Held a hearing for public comment and/or adoption on the proposed 2023 Action Plan amendment on February 6, 2024.</p>	See summary – <b>Appendix A</b>	All comments were accepted.	N/A
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## **Expected Resources**

### **AP-15 Expected Resources – 91.220(c)(1,2)**

#### **Introduction**

The City will commit its FY2023 allocation of \$721,914, about \$5,100 in anticipated program income, and approximately \$66,490 in funds remaining from the FY2022 allocation to Program Year 2023 activities that will begin on or after July 1, 2023, and end on or before June 30, 2024. A total of about \$788,404 is available for the City Council, with public comment and review, to apply to individual activities proposed by local nonprofit organizations, other government agencies, and/or City Departments.

**Anticipated Resources – Table 5 – Expected Resources – Priority Table**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Federal Allocations and Program Income	Public & Homeless Services, Affordable Housing, Public Infrastructure & Facility Improvements, and Program Administration	721,914	5,100	66,490	842,638	269,177	Commit available CDBG resources to projects that provide public and homeless services, affordable housing preservation, public infrastructure and facility improvements, economic development, and program administration.

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City consults with and/or creates agreements with nonprofit organizations and other governmental agencies to gather and utilize additional federal and state grants. City Management and City staff, received approval to commit about \$110,313 in CDBG funds to an Encampment Resolution Funding (ERF) Program project within the City Tulare. This represents less than 10 percent of the ERF Project's cost, and may offset case management and housing placement services for upwards of 57 people experiencing homelessness within a prioritized encampment area.

CDBG does not require matching funds.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

N/A

### **Discussion**

The City will use a combination of the CDBG and HOME funds to meet goals within the City's ConPlan and 2023 Annual Action Plan. Since the City of Tulare does not receive HOME or ESG funds directly from HUD, third party organizations are able to partner with the City on proposals / applications for funding under these and other sources at the federal, state, and regional level.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Table 6 – Goals Summary

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	*Estimated Funding	Goal Indicator Outcome
1	Public Infrastructure and Facilities Improvements	2023	2024	Non-Housing Community Development	LMA	Meet safety, accessibility, and regulatory standards within public right of ways and parks.	CDBG: \$462,255	Public Infrastructure or Facility Project(s) other than Low/Moderate Income Housing Benefit: 8,200 Persons Assisted
2	Homeless Services	2023	2024	Public Services	Citywide	Provide outreach, case management, housing placement services for people experiencing homelessness.	CDBG: \$109,013	90 LMI Persons Assisted
3	Affordable Housing	2023	2024	Affordable Housing	Citywide	Foster access to affordable housing for low- and moderate-income households and special populations.	CDBG: \$224,000	Minor Home Rehab: 10 LMI Households
4	Program Administration	2023	2024	Administration	Citywide	Improve transparency, public involvement, and compliance with federal, state, and local regulations; Advance fair housing education and resources.	CDBG: \$145,370	N/A

## Goal Descriptions

1	Goal Name	<del>Public Infrastructure and Facilities Improvements</del>
	Goal Description	<del>Meet safety, accessibility, and regulatory standards within public right of ways and parks.</del>
2	Goal Name	Homeless Services
	Goal Description	Provide outreach, case management, housing placement services for people experiencing homelessness.
3	Goal Name	Affordable Housing
	Goal Description	Foster access to affordable housing for low- and moderate-income households and special populations.
4	Goal Name	CDBG Program Administration and Planning
	Goal Description	Improve transparency, public involvement, and compliance with federal, state, and local regulations; Advance fair housing education and resources.



## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

Three projects will receive CDBG allocation and program income funds in the Fiscal Year 2023, which spans July 1, 2023, through June 30, 2024.

#### Projects

**Table 7- Project Information**

#	Project Name
1	Public Infrastructure and Facilities Improvements
2	Homeless Services
3	Affordable Housing
4	CDBG Program Administration

#### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

These projects match the priority needs identified during the Consolidated Plan development process. Priority needs focused on serving low-moderate income persons and people experiencing or at risk of becoming homeless. The corresponding projects aim to improve the quality of life, condition of public infrastructure and facilities, and condition of existing housing stock for the aforementioned people. The City addressed priority needs and allocated funding to projects according to estimates of actuals costs and the caps to public service and administration activities.

## AP-38 Project Summary

The City of Tulare elected to conduct citizen participation on its draft 2023 Annual Action Plan (with estimated funding amounts) according to a normal timetable and citizen participation procedures. The funding levels shown for FY 2023 projects are estimates, and once the actual 2023 grant amount is known, one or more of the proposed activities' budgets will be proportionally increased or decreased from the estimated funding levels to match actual allocation amounts. The City is currently awaiting a response on whether or not the City will be awarded Encampment Resolution Funding (ERF). If awarded, City Staff propose to utilize the funds to help supplement CDBG's homeless services. City Staff have prepared two plans which will be contingent on whether or not the City receives the ERF award.

### Project Summary Information

1	<b>Project Name</b>	Public Infrastructure and Facilities Improvements
	<b>Target Area</b>	Low/Moderate Income Areas (LMA)
	<b>Goals Supported</b>	Public Infrastructure and Facilities Improvements
	<b>Needs Addressed</b>	Public Infrastructure and Facilities Improvements
	<b>Funding</b>	CDBG: \$462,255
	<b>Description</b>	Use of CDBG funds to accomplish physical infrastructure (e.g., roadways, sidewalk, lighting) and facilities (e.g., parks) improvements in low/moderate income residential neighborhoods within the City. Address safety, environmental, and/or regulatory needs.
	<b>Target Date</b>	6/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Estimate that this project will impact about 570 low/mod households.

	<b>Location Description</b>	The project will take place in a residential neighborhood centered around address 741 E. Apricot Ave. Tulare, CA 93274. The project aims to complete pavement and utility system enhancements to address regulatory, safety, and environmental requirements that could threaten a core program or function in the future if not replaced or repaired.
	<b>Activities and Budgets</b>	<ul style="list-style-type: none"> <li>• Budget: \$462,255</li> </ul> <p>The project will reconstruct deteriorated, undersized, and nonstandard:</p> <ul style="list-style-type: none"> <li>• Water</li> <li>• Sewer</li> <li>• Storm drain main lines and laterals</li> <li>• Services to increase system efficiency</li> </ul>
2	<b>Project Name</b>	Homeless Services
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Homeless Services
	<b>Needs Addressed</b>	Homelessness
	<b>Funding</b>	CDBG: \$109,013
	<b>Description</b>	Use of CDBG funds to establish agreements with local organizations to provide street outreach, case management, and housing navigation services for people experiencing homelessness and those at risk of homelessness
	<b>Target Date</b>	6/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Staff estimate that this project will benefit 55 clients among the two projects.
	<b>Location Description</b>	Projects will be primarily centered at the city's temporary encampment site located on 1370 S. O Street Tulare, CA 93274 and at the Santa Fe Commons located at 537 N. West St. Tulare, CA 93274.

	<b>Activities and Budgets</b>	<p>1. The City of Tulare Homeless Outreach:</p> <ul style="list-style-type: none"> <li>Kings View will provide strength-based case management services to facilitate permanent housing for the guests primarily located at the City of Tulare's temporary encampment <a href="#">area</a>. Funding will help support a portion of a <a href="#">Licensed Clinical Social Worker's (LCSW) Case Manager / Housing Navigator's</a> salary to help support unhoused clients and guests of the temporary area <a href="#">experiencing severe emotional disturbances and mental health illnesses connect to services and secure available housing</a>. The <a href="#">LCSW Case Manager / Housing Navigator</a> will provide street outreach and support services and have the qualifications to consult on what type of interventions <a href="#">and other professional services</a> would be best suited for <a href="#">unhoused clients</a>.</li> <li>Budget: \$89,313</li> </ul> <p>2. Case manager for Santa Fe Commons: Funding amount, administrator, what's coming from allocation.</p> <ul style="list-style-type: none"> <li>Self-Help Enterprises (SHE) will partner with the City of Tulare's Encampment Resolution Fund (ERF) project to provide pathways to housing for up to <a href="#">15</a> ERF participants through Santa Fe Commons I and II. The availability of housing units helps get people out of homelessness; high-quality, on-site supportive services makes the difference in preventing these newly housed residents from returning to homelessness. SHE will contract with a local service provider for an on-site Case Manager who will support high-acuity Permanent Supportive Housing residents of Santa Fe Commons to maintain stable housing, maintain mental health stability, minimize crisis situations, and work toward self-sufficiency.</li> <li>Budget: \$19,700</li> </ul>
3	<b>Project Name</b>	Affordable Housing
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Affordable Housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: <a href="#">\$224,000</a>
	<b>Description</b>	Use CDBG funds to preserve the City's existing stock of affordable housing units through principally minor rehabilitation and repairs to primary building features (e.g., roofing, siding, flooring).

	<b>Target Date</b>	6/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	10 low- and moderate-income individuals / families.
	<b>Location Description</b>	Citywide
	<b>Activities and Budgets</b>	<ul style="list-style-type: none"> <li>Habitat for Humanity of Tulare / Kings Counties – administer a minor home rehabilitation program for low- and moderate-income households. Principally physical improvements to key building features and ADA enhancements for at least 20 LMI households. <ul style="list-style-type: none"> <li>Budget - \$224,000</li> </ul> </li> </ul>
4	<b>Project Name</b>	CDBG Program Administration
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Program Administration
	<b>Needs Addressed</b>	Grant Administration and Planning
	<b>Funding</b>	CDBG: \$145,370
	<b>Description</b>	Use CDBG funds to account for City staff oversight and strategy for the CDBG program and associated agreements with multiple organizations, as well as cover standard operating and planning costs related to grant management (e.g., postage, public noticing, training, studies) and the delivery of fair housing services.
	<b>Target Date</b>	6/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Not applicable.
	<b>Location Description</b>	Citywide

	<b>Activities and Budget(s)</b>	<ul style="list-style-type: none"> <li>• General management, oversight, and coordination <ul style="list-style-type: none"> <li>○ Budget - \$119,000</li> </ul> </li> <li>• Public Information and Advertising <ul style="list-style-type: none"> <li>○ Budget - \$15,070</li> </ul> </li> <li>• Training and travel costs for City and subrecipient staff <ul style="list-style-type: none"> <li>○ Budget - \$1,000</li> </ul> </li> <li>• Postage <ul style="list-style-type: none"> <li>○ Budget - \$300</li> </ul> </li> <li>• Professional &amp; Tech Service <ul style="list-style-type: none"> <li>○ Budget - \$7,300</li> </ul> </li> <li>• Office Supplies <ul style="list-style-type: none"> <li>○ Budget - \$2,500</li> </ul> </li> <li>• Dues &amp; Subscriptions <ul style="list-style-type: none"> <li>○ Budget - \$200</li> </ul> </li> </ul>
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## AP-50 Geographic Distribution – 91.220(f)

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

CDBG funds will be available citywide for eligible projects that serve LMI individuals or households. Citywide eligible projects include homeless services, affordable housing, and program administration. ~~The Academy and Apricot projects will involve a low- and moderate-income area benefit.~~

**Geographic Distribution – Table 8**

Target Area	Percentage of Funds
Citywide	43
Low/Moderate-Income Areas (LMA)	57

### **Rationale for the priorities for allocating investments geographically.**

For FY 2023-2024, the funding distribution is about 57 percent in CDBG eligible LMA target areas and 43 percent for Citywide benefit. The amount of CDBG funds available to the City each year and the cost of capital improvement projects tend to affect the geographic distribution of funds the most. A majority of the year's CDBG funds are committed to the public infrastructure and facility improvement projects.

### **Discussion**

The distribution of funding to projects and the geographic outcomes are determined through public comment and review, Department staff consultation with stakeholders, and directions from City Council.

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

During FY 2023-2024 the City will assist at least 20 low and moderate-income owner-occupied families with needed minor rehabilitation; such as, roof installation, ADA accessibility improvements, mold abatement, and other necessary work via a partnership with Habitat for Humanity of Tulare / Kings Counties.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	20
Special-Needs	0
Total	20

Table 3 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	20
Acquisition of Existing Units	0
Total	20

Table 4 - One Year Goals for Affordable Housing by Support Type

### Discussion

The City will also utilize HOME and CalHome program funds to provide additional affordable housing income-eligible Tulare households through the First-time Homebuyer and Homeowner Rehabilitation programs via a partnership with Self-Help Enterprises.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The City does not own or manage public housing.

### **Actions planned during the next year to address the needs to public housing**

HATC will continue to own and manage 205 Public Housing units in the City of Tulare. There is no plan to purchase additional public-housing units, removing any units from its inventory. During FY 2023-2024, HATC plans to continue Capital Fund improvements on units in the City. Expenditures will cover maintenance and rehabilitation in public-housing units within the City. Capital Fund expenditures covered a large range of projects: including roofing replacement, landscaping improvements, carpet replacement, Air Conditioning and Heating unit improvements.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

HATC is proactive in the inclusion of public-housing residents in the policy making process. An equitable and transparent policy making process that includes the opinions of public housing residents is achieved through the participation of two tenant commissioners on our HATC Board. Furthermore, HATC has installed a Resident Counsel which is made up of five residents from all of HUD funded programs (Multifamily Housing, LIHTC, HOME, Section 8 Housing Choice Vouchers and public housing). The Resident Counsel works with HATC staff on evaluating the effectiveness and efficiency of HATC rental assistance programs. This provides members the opportunity to provide input on program modifications.

A vital driving factor in the implementation of HATC programs is the promotion of tenant self-sufficiency. HATC views the goal of homeownership for program participants as one of the long-term goals for all of its clients. HATC staff works with tenants to effectively provide them with the necessary resources to achieve homeownership. HATC Annual Re-Examination Notice provides public-housing participants with an extensive referral list that provides assistance with homeownership. This list includes programs managed by: [CSET](#), Habitat for Humanity and Self-Help Enterprises. HATC's program coordinator works with any interested public housing tenant in order to effectively inform them of all the different programs that are available to them. Effective collaboration between HATC and other public and nonprofit agencies is imperative to help promote homeownership among all of its tenants.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

Not applicable.

### **Discussion**

The City of Tulare does not own or manage public housing units.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

During FY 2023-2024, the City will commit CDBG and other funds to provide street outreach and engagement, case management, housing placement, and supportive services to unsheltered residents and formerly homeless individuals.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

In FY 2022-2023, the City committed \$110,100 in CDBG funds to an Encampment Resolution Funding (ERF) Program project. The City's project plan and funding request of \$1,566,604 was selected for award by the California Interagency Council on Homelessness (Cal ICH) on Friday, February 25th, 2022. These CDBG funds supported the deployment of three (3) full-time case manager / housing navigators. These providers engage and facilitate exits to interim and permanent housing for over 100 unhoused people from target encampments.

With this ERF award, the City and its partner organizations will continue to enhance outreach, engagement, and service offerings for upwards of 57 people experiencing homelessness within a prioritized encampment area. The City's prioritized area involves a collection of sites at Centennial and Rotary Skate Parks and on vacant land between the Union Pacific Railroad and I Street.

Tulare's ERF project will be led by case managers from the Kings Tulare Homeless Alliance, Kings View, and Salt+Light Works organizations respectively. These case managers will conduct daily outreach and engagement to foster trust and relationship building and to facilitate the usage of field-based integrative services and housing placement plans. With buy-in, case managers will implement a housing plan with their clients according to Housing First standards to secure housing at available emergency, transitional, and/or permanent housing units. And to foster sustainability, each client will receive funds to cover 12-months of rent, utility, and other household costs.

Specialty services under the ERF Project include the delivery of behavioral and medical health care from the Homeless Multi-Disciplinary Team with the Tulare County Health and Human Services Agency and the Adventist Health Mobile Care Unit. Unsheltered residents in the prioritized encampment area will have access to first aid, wound care, health screenings, and medicine, as well as access to substance use assessment and counseling and a connection to social service programs.

The ERF Project also addresses critical basic needs. The target group of people will receive access to food, palliative relief items, a third-party operated two-stall bathroom and shower facility, and a waste removal service.

The City also committed \$1.5 million of its ARPA allocation and garnered \$2 million of federal Community Project Funding for the construction of an emergency shelter complex for people

experiencing homelessness. This project will begin hard construction in the Fall of 2023 with an anticipated operational state date in mid-2024. A second application to the CA ERF Program was submitted in February 2023, which included a request for funds in the amount \$4.2 million for a scaling of the outreach and field services for currently unhoused people as well as for the expansion of interim and permanent housing options for the target population.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City provided the Tulare Lighthouse Rescue Mission with \$79,611 in CARES Act CDBG funds to purchase four manufactured units for service as emergency shelter. The units will be operational in late Program Year 2021. The Lighthouse Rescue Mission will continue to operate a 16-bed women and children up to 12 years of age shelter and a 12-bed shelter for males age 13 and up. Both shelters provide up to 90 days of respite; however, clients are able to stay longer if they have no other options. Additional services for clients include warm meals, showers, laundry, temporary employment, and peer support.

The City will continue to utilize five beds within the Eden House project located in the City of Visalia, which providers wrap around services, including mental health care, for individuals / families transitioning from emergency shelter to permanent housing. The Eden Housing project involved the use of Homeless Emergency Aid Program (HEAP) and California Emergency Solutions and Housing (CESH) funds. Individuals are expected to stay an average of 90 days while awaiting a permanent housing unit.

The City regularly commits CDBG and/or other funds to Family Services of Tulare County to continue their case management and wrap around services for clients housed under the Tulare Housing First Program. Under this federal program, Family Services is typically able to provide twelve chronically homeless individuals from Tulare with permanent supportive housing each year via a rental voucher.

Lastly, the City continues to engage and coordinate with the local continuum of care and the Tulare County Homeless Task Force. Regular meetings allow the City to stay aware of funding and partnership opportunities that meet their own and regional emergency shelter and transitional housing needs.

### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City of Tulare will commit funds over the five-year ConPlan period (2020-2024) to the regional CoC. The regional CoC seeks to provide housing and services to people experiencing homelessness. In utilizing coordinated assessment, the CoC aims to match households within the shortest amount of time and connect clients with services that can help them to transition to self-sufficiency. Over first program year of the ConPlan and likely into subsequent years, the City commits CDBG resources and other funds to the Tulare Lighthouse Rescue Mission, Kings/Tulare Homeless Alliance, Family Services of Tulare County, Salt+Light Works, and the Kings View Corporation to help chronically homeless

individuals, unsheltered families and unaccompanied youth transition to permanent housing and independent living.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

According to HUD's *Strategies for Preventing Homelessness*, "Homelessness prevention is an essential element of any effort to end homelessness either locally or nationwide." This HUD report indicates it is less expensive and disruptive to keep a household housed in place. To this end, the City will explore the use of CDBG funds to support programs that provide direct assistance to households at risk of becoming homeless. The City will also participate in regional homeless planning efforts, including the Tulare Kings Alliance-CoC's Discharge Plan, which aims to prevent individuals leaving institutions, hospitals, etc., from becoming homeless.

The CoC's prevention strategies focus on effective discharge planning, with an emphasis on requiring foster care programs, in-patient mental health hospitals, hospitals and correctional facilities to provide discharge planning services to clients to ensure that they have access to housing and other needed support services, including respite care, upon discharge. Action steps include convening a working group with stakeholders to examine the discharge planning policies and systems within corrections facilities and each County's human service agencies and identifying initiatives to improve those policies and systems; identifying "cross-cutting" initiatives to improve policies and practices across multiple County agencies. In addition, due to the number of probation and prison sites located within the region, the CoC has adopted a plan to develop a Continuum-wide, multi-system community re-entry plan that includes housing.

## **Discussion**

The City's homeless strategy focuses on the prevention of homelessness where feasible and the provision of CDBG and other resources to support local service providers that offer effective engagement, services, and housing options for people experiencing homelessness. The City also seeks opportunities to facilitate the development of new housing (emergency, bridge, and permanent supportive units) and the associated wrap around services necessary to address homelessness and housing insecurity and to facilitate self-sufficiency.



## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

Local policies and regulations affect both the quantity and type of residential development, while trends within the national and regional economies, along with federal monetary policies, often play a larger role in shaping residential and commercial development within the City of Tulare. Ongoing assessment of the conditions and regulations that affect the local housing market is critical. The City of Tulare must prepare for future growth through actions that protect the public's health, safety, and prosperity, without impeding access to new and existing housing to members of the community.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City will evaluate its land use, zoning, building codes and associated permitting fees in order to maintain critical services and facilitate the production and preservation of affordable housing.

### **Discussion:**

City staff is aware of the need for additional affordable housing, per input from community at housing workshops, findings from housing surveys, and through recent assessments of housing market trends from local and state sources. CDBG funds are the only regular funding source available to the City and staff will review how to leverage the resource to support development and rehabilitation efforts within the City. The urgency of the affordable housing shortfall within the City also necessitates the identification and use of new public, philanthropic, and private funding sources to drive new development and rehabilitation projects and/or programs.

Recent Housing Element Updates that address barriers to and facilitate progress towards the City's affordable and inclusive housing goals include, but are not limited to, the following:

- Completion of the rezone of a sufficient amount of land for the City's low-income Regional Housing Needs Allocation requirement.
- Ongoing promotion of residential infill development on vacant and underutilized land that is properly zoned and planned for residential uses within the City limits.
- Ongoing promotion with Homebuilders to develop multifamily designated land at the highest allowable density.
- For new annexations, require that 8 to 12% of the land in all Master Planned Communities be designated for higher density residential.
- Ensure adequate infrastructure and public services for existing and planned residential

development.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

The City will take the actions identified below in order to fulfill the goals of the Strategic Plan within the 2020-2024 Consolidated Plan.

### **Actions planned to address obstacles to meeting underserved needs**

During FY 2023, the City will encourage and support HATC's efforts to obtain additional rental assistance funding, especially for senior, disabled, and low-income households. ~~Public infrastructure improvements will provide access to individuals with disabilities and mobility limitations.~~

### **Actions planned to foster and maintain affordable housing**

During the 2023 program year, the City of Tulare will commit CDBG funding principally to low and moderate-income households. This includes ~~multiple public infrastructure and improvement projects~~ and a minor home rehabilitation activity.

### **Actions planned to reduce lead-based paint hazards**

The City will continue to provide information to contractors on training and lead-based paint requirements. In addition, the City will ensure their housing rehabilitation programs maintain compliance with HUD regulations regarding lead-based paint hazards and other policies.

### **Actions planned to reduce the number of poverty-level families**

The City will support several activities that aim to reduce the number of households living in poverty: Case management, referral to housing and vouchers, and provision of job training and placement offer relief and foster employment opportunities and social, health, and mental well-being.

### **Actions planned to develop institutional structure**

The City has no additional actions planned to develop its institutional structure. The City will continue to work closely with the County of Tulare Housing Authority, as well as with counterparts at the local and county level.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City of Tulare does not operate public housing. HATC provides rental assistance in the community. Federal legislation requires that the Housing Authority prepare five-year and one-year plans that highlight its mission, goals, and objectives as it relates to public and assisted housing programs. The City will review the Authority's plans and will provide HATC the opportunity to review and consult with the City regarding its ConPlan and Annual Action Plans. The goal of this cross-

consultation is to provide consistent and coordinated housing services for City residents.

The City maintains and seeks new relationships with local nonprofit organizations and other entities. As the City continues to implement its CDBG program, it will incorporate information and other resources from local partner organizations to accomplish ConPlan needs and goals.

**Discussion:**

The City's 2023 Annual Action Plan was considered and adopted as presented during a City Council on May 2, 2023.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

#### Introduction:

Each HUD program that is covered by the ConPlan regulations must address certain program-specific requirements. Below are the requirements for the CDBG program as prescribed by the ConPlan template.

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

## **HOME Investment Partnership Program (HOME)**

### **Reference 24 CFR 91.220(I)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Not applicable.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Not applicable.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Not applicable.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Not applicable.





# Staff Report

**Meeting:** City Council

**Date:** February 6, 2024

**Item #: 8.2**  
**Public Hearing**

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**Department:** City Manager/Economic Development

**Submitted by:** Traci Myers, Executive Director of Economic Development & Redevelopment

**Agenda Title:** Economic Development Subsidy Term Sheet with Cartmill Commons, LLC

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## RECOMMENDED ACTION

Approve an Economic Development Subsidy Term Sheet setting forth the terms and conditions of the City's rebate of Local Sales Tax to Cartmill Commons, LLC for installation of required infrastructure to serve development on 22 acres of vacant property located at the southeast corner of Highway 99 and Cartmill Avenue; authorize the City Manager to execute an agreement upon City Attorney approval, incorporating the terms and conditions set forth in the Economic Development Subsidy Term Sheet presented for Council's approval; and authorize the City Manager, or designee, to take such other actions and execution of other documents as may be necessary to implement the agreement.

## SUMMARY

Cartmill Commons, LLC owns 22 acres of unimproved, commercially-zoned, property at the southwest corner of Cartmill Avenue and Highway 99. On or about November 30, 2023, UG2 Tulare CA, LP, a retail development company, closed escrow on approximately six of the 22 acres for the purpose of developing a Maverik Travel Center and ancillary commercial-retail uses on the Property.

Maverik is part of the larger overall development of the commercially zoned area located on the south side of Cartmill Avenue and west of the Akers Street alignment. As part of the project UG2 Tulare CA, LP has agreed to install required off-site infrastructure improvements, including but not limited to, the installation of a Southern California Gas Company gas trunk line to serve the entire 22-acre development. The cost of the installation of a 4" trunk line and a 2" gas line(s) is \$400,000; of which UG2 Tulare CA, LP and Cartmill Crossings have both each agreed to pay \$200,000.

Staff recommends that the City Council approve an Economic Development Subsidy Term Sheet setting forth the terms and conditions of the City's rebate of Local Sales Tax to Cartmill Commons, LLC for installation of required infrastructure to serve development on 22 acres of vacant property located at the southeast corner of Highway 99 and Cartmill Avenue; and authorize the City Manager to execute an Agreement upon City Attorney approval, incorporating the terms and conditions set forth in the Economic Development Subsidy Term Sheet presented for Council's approval; authorize the City Manager, or designee, to take such other actions and execution of other documents as may be necessary to implement the agreement.

**FISCAL IMPACT & FUNDING SOURCE(S)**

The requirement and related cost of extending a gas line to serve this property was not anticipated by the developer. The initial estimated cost was over \$1,000,000 but through staff design assistance an alternative path was determined resulting in a reduction in the estimated cost to \$400,000. Unfortunately, the developer's pro forma did not anticipate this cost and without the City's subsidy the project is financially infeasible. The City will only be rebating a portion of the new sales tax revenue that is generated by the development on the site and is not advancing any funds nor using general sales tax revenue for the subsidy.

**LEGAL REVIEW**

Review by City Attorney completed.

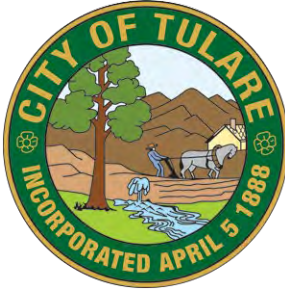
**ALTERNATIVE ACTION**

1. Approve with changes
2. Deny
3. Table

**ATTACHMENTS**

1. Economic Development Subsidy Term Sheet
2. Final Parcel Map

Reviewed/Approved: 



**ECONOMIC DEVELOPMENT SUBSIDY TERM SHEET  
CITY OF TULARE AND CARTMILL COMMONS, LLC**

1. The name and address of all corporations, or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy, if applicable.

***Cartmill Commons, LLC, 20799 Road 132, Tulare, CA 93274***

2. The start and end dates and schedule, if applicable, for the economic development subsidy.

***Construction of the required Southern California Gas Company 4" gas main and 2" gas line is anticipated to commence on or before March 1, 2024 and take approximately six months to complete. Total cost of the project: \$400,000. No financial incentive shall be paid to Recipient until confirmation from the City of Tulare's sales tax reporting consultant of revenue received on the property benefitting from the new infrastructure installation.***

3. A description of the economic development subsidy, including the estimated total amount of expenditure of public funds, or of revenue lost to, the local agency, as a result of the economic development subsidy.

***The City shall make annual sales tax sharing subsidy payments to the property owners in the amount of 50% of the sales tax generated from the new retail/commercial uses located on the subject properties. No financial incentive shall be paid to Recipient until confirmation from the City of Tulare's sales tax reporting consultant of revenue received on the property benefitting from the new infrastructure installation. Payment shall continue on an annual basis until payments have reached a value of \$200,000 to Cartmill Commons, LLC.***

4. A statement of the public purposes for the economic development subsidy.

***The installation and upgrade of infrastructure to the subject properties will benefit not only the proposed project(s) but the entire 22 acres of unimproved property to allow for further new development to occur. This development will be a catalyst for further economic development in the City and the area surrounding the new project(s). Additional development, which will generate new revenue to the City's general fund, will contribute ongoing resources for improved services to the community as a whole.***

5. Projected tax revenue to the local agency as a result of the economic development subsidy.

***Estimated total sales tax generation to the City based upon ancillary commercial/retail uses on approximately 16 acres commercially zoned property within the City of Tulare: \$1,500,000-\$2,000,000/annually.***

6. Estimated number of jobs created by the economic development subsidy, broken down by fulltime, part-time, and temporary positions.

***Job creation is not a determining factor with these projects in the consideration of the approval of the economic development incentive subsidies.***

7. Environmental Determination: The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines 15061(b)(3)).





## Staff Report

**Meeting:** City Council

**Date:** February 6, 2024

**Item #: 8.3**  
**Public Hearing**

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**Department:** City Manager/Economic Development

**Submitted by:** Traci Myers, Executive Director of Economic Development & Redevelopment

**Agenda Title:** Economic Development Subsidy Term Sheet with UG2 Tulare CA, LP

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### RECOMMENDED ACTION

Approve an Economic Development Subsidy Term Sheet setting forth the terms and conditions of the City's rebate of Local Sales Tax to UG2 Tulare CA, LP for installation of required infrastructure to serve development on 22 acres of vacant property located at the southeast corner of Highway 99 and Cartmill Avenue; authorize the City Manager to execute an agreement upon City Attorney approval, incorporating the terms and conditions set forth in the Economic Development Subsidy Term Sheet presented for Council's approval; and authorize the City Manager, or designee, to take such other actions and execution of other documents as may be necessary to implement the agreement.

### SUMMARY

Cartmill Commons, LLC owns 22 acres of unimproved, commercially-zoned, property at the southwest corner of Cartmill Avenue and Highway 99. On or about November 30, 2023, UG2 Tulare CA, LP, a retail development company, closed escrow on approximately six of the 22 acres for the purpose of developing a Maverik Travel Center and ancillary commercial-retail uses on the Property.

Maverik Travel Center was approved by the Tulare Planning Commission on June 26, 2023, to locate a new 5,982 sf premier convenience store with ancillary services of fueling options for travelers. Maverik is focused on providing a unique experience to customers, which includes made-to-order food and fresh food options as well as other convenient and grocery items desired by its patrons. This new facility will be located on approximately 3.24 acres at the southeast corner of Cartmill Avenue and Highway 99. The property owners of the site, UG2 Tulare CA, LP having remaining approximately three additional acres on which they are working to locate additional retail/commercial users. These projects are expected to generate substantial sales tax to the City of Tulare.

Maverik is part of the larger overall development of the commercially zoned area located on the south side of Cartmill Avenue and west of the Akers Street alignment. As part of the project UG2 Tulare CA, LP has agreed to install required off-site infrastructure improvements, including but not limited to, the installation of a Southern California Gas Company gas trunk line to serve the entire 22-acre development. The cost of the installation of a 4" trunk line and a 2" gas line(s) is \$400,000; of which UG2 Tulare CA, LP and Cartmill Crossings have both each agreed to pay \$200,000.



Staff recommends that the City Council approve an Economic Development Subsidy Term Sheet setting forth the terms and conditions of the City's rebate of Local Sales Tax to UG2 Tulare CA, LP for installation of required infrastructure to serve development on 22 acres of vacant property located at the southeast corner of Highway 99 and Cartmill Avenue; and authorize the City Manager to execute an Agreement upon City Attorney approval, incorporating the terms and conditions set forth in the Economic Development Subsidy Term Sheet presented for Council's approval; authorize the City Manager, or designee, to take such other actions and execution of other documents as may be necessary to implement the agreement.

#### **FISCAL IMPACT & FUNDING SOURCE(S)**

The requirement and related cost of extending a gas line to serve this property was not anticipated by the developer. The initial estimated cost was over \$1,000,000 but through staff design assistance an alternative path was determined resulting in a reduction in the estimated cost to \$400,000. Unfortunately, the developer's pro forma did not anticipate this cost and without the City's subsidy the project is financially infeasible. The City will only be rebating a portion of the new sales tax revenue that is generated by the development on the site and is not advancing any funds nor using general sales tax revenue for the subsidy.

#### **LEGAL REVIEW**

Review by City Attorney completed.

#### **ALTERNATIVE ACTION**

1. Approve with changes
2. Deny
3. Table

#### **ATTACHMENTS**

1. Economic Development Subsidy Term Sheet
2. Final Parcel Map
3. Maverik Site Plan

Reviewed/Approved: 



**ECONOMIC DEVELOPMENT SUBSIDY TERM SHEET  
CITY OF TULARE AND UG2 TULARE, CA LP**

1. The name and address of all corporations, or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy, if applicable.

***UG2 Tulare, CA LP, 1000 Fourth Street, Suite 290, San Rafael, CA 94901***

2. The start and end dates and schedule, if applicable, for the economic development subsidy.

***Construction of the required Southern California Gas Company 4" gas main and 2" gas line is anticipated to commence on or before March 1, 2024 and take approximately six months to complete. Total cost of the project: \$400,000. No financial incentive shall be paid to Recipient until confirmation from the City of Tulare's sales tax reporting consultant of revenue received on the property benefitting from the new infrastructure installation.***

3. A description of the economic development subsidy, including the estimated total amount of expenditure of public funds, or of revenue lost to, the local agency, as a result of the economic development subsidy.

***The City shall make annual sales tax sharing subsidy payments to the property owners in the amount of 50% of the sales tax generated from the new retail/commercial uses located on the subject properties. No financial incentive shall be paid to Recipient until confirmation from the City of Tulare's sales tax reporting consultant of revenue received on the property benefitting from the new infrastructure installation. Payment shall continue on an annual basis until payments have reached a value of \$200,000 each to UG2 Tulare, CA LP.***

4. A statement of the public purposes for the economic development subsidy.

***The installation and upgrade of infrastructure to the subject properties will benefit not only the proposed project(s) but the entire 22 acres of unimproved property to allow for further new development to occur. This development will be a catalyst for further economic development in the City and the area surrounding the new project(s). Additional development, which will generate new revenue to the City's general fund, will contribute ongoing resources for improved services to the community as a whole.***

5. Projected tax revenue to the local agency as a result of the economic development subsidy.

***Estimated total gross sales per operational statement of Maverik, Inc. dated May 10, 2023: \$20-30million in fuel and convenience store sales.***

***Estimated return in local sales tax: Approximately \$2,000,000-\$3,000,000/year.***

***Estimated total sales tax generation to the City based upon ancillary uses on approximately 16 acres commercially zoned property within the City of Tulare:***

***\$1,500,000-\$2,000,000/annually.***

6. Estimated number of jobs created by the economic development subsidy, broken down by fulltime, part-time, and temporary positions.

***Job creation is not a determining factor with these projects in the consideration of the approval of the economic development incentive subsidies.***

7. Environmental Determination: The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines 15061(b)(3)).

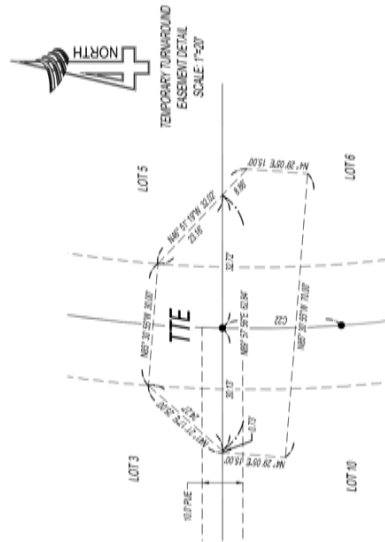
**LEGEND**

( ) RECORD DATA PER PARCEL MAP NO. 5020, RECORDED IN BOOK 51 OF PARCEL MAPS, AT PAGE 26, OF TULARE COUNTY RECORDS

- [illegible]

THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 35-19-04 PER  
PARCEL MAP NO. 5020, RECORDED IN BOOK 51 OF PARCEL MAPS, AT PAGE  
25, OF TULARE COUNTY RECORDS

CURVE TABLE				RADIALS TABLE			
CURVE #	DELTA	LENGTH	RADIUS	#	BEARING		
C1	9°30"40"	253.93'	1452.03'	R1	S89°57'59"W		
C2	3°19'22"	79.99'	1452.03'	R2	S89°57'59"W		
C3	4°51'24"	139.99'	1452.03'	R3	S89°45'33"W		
C4	5°58'11"	203.99'	1548.03'	R4	N89°57'01"E		
C5	5°38'07"	195.99'	1548.03'	R5	N89°53'42"E		
C6	3°11'54"	86.41'	1548.03'	R6	N89°53'27"E		
C7	6°52'29"	355.99'	258.03'	R7	N07°02'04"W		
C8	3°10'54"	138.01'	258.03'	R8	N03°07'39"E		
C9	5°24'49"	249.94'	258.03'	R9	N89°58'24"E		
C10	5°14'01"	268.07'	310.38'	R10	S89°58'49"E		
C11	5°54'48"	14.67'	61.52'	R11	S89°58'09"E		
C12	2°24'48"	152.21'	310.38'	R12	S42°28'05"E		
C13	1°17'28'07"	94.62'	310.38'	R13	S42°28'05"E		
C14	1°12'00"	6.89'	310.38'	R14	S07°27'34"E		
C15	4°01'34"	115.37'	665.03'	R15	N46°10'30"E		
C16	3°29'46"	445.03'	300.03'	R16	N03°27'25"E		
C17	1°13'05'57"	228.22'	700.03'	R17	S12°27'59"E		
C18	5°54'49"	249.94'	300.03'	R18	S42°28'05"E		
C19	5°58'11"	203.99'	1550.03'	R19	S42°28'05"E		
C20	9°30"40"	253.93'	1550.03'	R20	S42°28'05"E		
C21	4°24'17"	251.39'	310.38'	R21	S07°27'34"E		
C22	5°54'48"	14.67'	310.38'	R22	S89°58'09"E		





STORE #: TBD  
MAVERIK, INC.  
CARTMILL AVENUE &  
HIGHWAY 99  
TULARE, CALIFORNIA



NOTES:  
• AREAS AND DIMENSIONS PROVIDED ARE APPROXIMATE AND SHOULD BE VERIFIED BY A SURVEY.  
• THIS DRAWING IS FOR ILLUSTRATIVE PURPOSES ONLY.  
• THE BOUNDARIES OF THE PROPERTY SHOWN ON THIS DRAWING WERE OBTAINED FROM SCALED INFORMATION AND SHOULD NOT BE CONSIDERED ACCURATE.

ATTACHMENT 3

### SITE DATA

**PARKING:**

35 STALLS  
PROVIDED  
(2 A.D.A. AND 2 EV)  
(NOT INCL. GAS CANOPY  
LOCATIONS)

**PARCEL AREA:**

141,298.5633

3.24 ACRES

**BUILDING AREA:**

5,982 SQ. FT.

0.14 ACRES



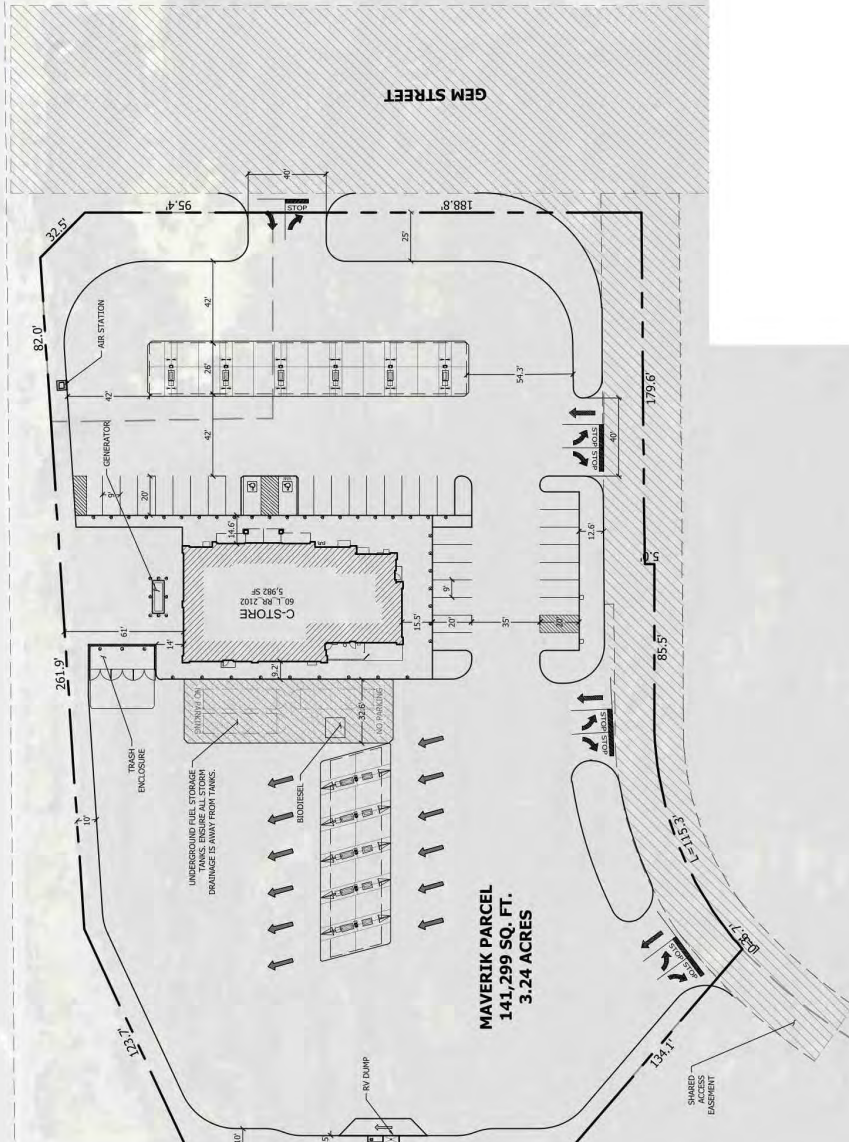
Scale: 1" = 30'

1	2023/03/29	CONCEPTUAL SITE PLAN B - ACCESS AND TRUCK INSPECTIONS	1/A
2	2023/03/29	CONCEPTUAL SITE PLAN B - FULL REDDITION	1/A
3	2023/07/14	REVISED ACCESS AND TRUCK INSPECTIONS	1/A
4	2023/07/14	REVISED ACCESS AND TRUCK INSPECTIONS	1/A
5	2023/07/14	REVISED ACCESS AND TRUCK INSPECTIONS	1/A
6	2023/07/14	REVISED ACCESS AND TRUCK INSPECTIONS	1/A
7	2023/07/14	REVISED ACCESS AND TRUCK INSPECTIONS	1/A
8	2023/07/14	REVISED ACCESS AND TRUCK INSPECTIONS	1/A
9	2023/07/14	REVISED ACCESS AND TRUCK INSPECTIONS	1/A
10	2023/07/14	REVISED ACCESS AND TRUCK INSPECTIONS	1/A
11	2023/07/14	REVISED ACCESS AND TRUCK INSPECTIONS	1/A
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18	2023/07/14	REVISED ACCESS AND TRUCK INSPECTIONS	1/A
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20	2023/07/14	REVISED ACCESS AND TRUCK INSPECTIONS	1/A
21	2023/07/14	REVISED ACCESS AND TRUCK INSPECTIONS	1/A
22	2023/07/14	REVISED ACCESS AND TRUCK INSPECTIONS	1/A
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99	2023/07/14	REVISED ACCESS AND TRUCK INSPECTIONS	1/A
100	2023/07/14	REVISED ACCESS AND TRUCK INSPECTIONS	1/A

### CONCEPTUAL SITE PLAN 05

Option A

CARTMILL AVENUE



MAVERIK PARCEL  
141,299 SQ. FT.  
3.24 ACRES

REMAINDER PARCEL  
127,757 SQ. FT.  
2.93 ACRES